

1902 - Serving Our Community for over 115 Years - 2021

WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, APRIL 28, 2021 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

Board Members

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

District Manager

Sergio Ramirez

District Legal Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE ONLY

Pursuant to Governor Newsom's Executive Order N-29-20, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to treese@westbaysanitary.org by 4:00 p.m. on Wednesday, April 28th.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/98246432426?pwd=TTF4aFZlazZjT2dyc0ZlZXUxRTZzdz09> Meeting ID: 982 4643 2426 Passcode: 162687

Or by phone, call: 1-669-900-6833 Meeting ID: ID: 982 4643 2426 Passcode: 162687

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. Public Hearing: Consideration of Proposed Increase in Sewer Service Charges for Fiscal Year 2021/22 Pg. 3-1
4. Consideration of a General Regulation Amending the Code of General Regulations and Establishing Sewer Service Charges for Fiscal Year 2021/22 Pg. 4-1
5. Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Murphy (30 Cheyenne Point, Portola Valley) Pg. 5-1
6. Consideration of Adopting Resolution Ordering Annexation of Certain Parcels in the Territory of West Bay Sanitary District to the West Bay Sanitary District's On-Site Wastewater Disposal Zone Including Certain Determinations, Findings and Declarations of the District Board – Lands of Murphy (30 Cheyenne Point, Portola Valley) Pg. 6-1

7. 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 April 8, 2021 Pg. 7A-1
- B. Consideration of Authorizing the District Manager to Issue Class 3 Sewer Permit No. 1604 for the Construction of Wastewater Facilities for 160 Fawn Lane, Portola Valley, California Pg. 7B-1
- C. Consideration of Authorizing the District Manager to Consent to the Abandonment of Public Utility Easement at 220 Atherton Avenue, Atherton Pg. 7C-1
- D. Consideration of Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1094 for the Construction of Wastewater Facilities for the Development at 1125 Merrill Street, and 506 & 556 Santa Cruz Avenue, Menlo Park Pg. 7D-1
- E. Consideration of Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1097 for the Construction of Wastewater Facilities for the Development at 846, 848 & 850 Portola Road, Portola Valley, California Pg. 7E-1
- F. Consideration of Resolution Accepting Deed of Easement for 850 Portola Road, Portola Valley, California Pg. 7F-1
- G. Consideration of Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 30 Cheyenne Point, Portola Valley (077-242-190), Lands of Murphy Pg. 7G-1

8. District Manager's Report Pg. 8-1

9. Consideration to Adopt a Resolution to Amend and Extend the Maintenance Services Agreement Between West Bay Sanitary District and The Town Of Los Altos Hills For The Operation And Maintenance of The Los Altos Hills Sanitary Sewer System And Authorize The District Manager To Execute the Third Amendment to the Agreement Pg. 9-1

10. April 28th Update Report on District Response to Corona Virus Pg. 10-1

11. Report and Discussion on Sharon Heights Recycled Water Plant Pg. 11-1

12. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 12-1

13. Report and Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 13-1

14. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 14-1

15. Closed Session

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

Agency designated representatives: District Manager/Legal Counsel

Unrepresented employee: Unrepresented Staff

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Cal. Govt. Code §54956.9(d))

Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SM CSC

Case No. 18CIV02183

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

17. 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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WEST BAY SANITARY DISTRICT AGENDA ITEM 3

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *Public Hearing: Consideration to Approve the Proposed Increase in Sewer Service Charges for Fiscal Year 2021/22*

Background

In August of 2020 the District contracted with HF&H Consultants to prepare an updated FY 2021-22 sewer rate study and sewer rate model that would serve to amend the existing financial plan completed by HF&H which was included in the 2011 Master Plan.

The updated sewer rate study and model contains a 5-year revenue requirement projection from which future rate increases are anticipated to be adopted in compliance with Proposition 218, though each year's rate increase may be adopted separately. In addition to updating and presenting the sewer rate study and model to staff and the District Board, the Consultant has prepared a final project report, has assisted with a rate study workshop, and has assisted with the preparation of the notice in accordance with Proposition 218 legislation, and will assist with the public hearing(s).

A Sewer Rate Study Workshop was held on January 27, 2021 in which preliminary information regarding anticipated rate adjustments, options for alternate rate structures, biochemical and suspended solids loading charges, and cost of service analysis were discussed. The Board directed HF&H to complete the Sewer Rate Study for the FY 2021-22 and present the findings in a final draft report. On February 24, 2021 the Board was presented with the Final Draft Sewer Rate Study report for review.

Analysis

The Sewer Rate Study took into consideration updated data on cash flow, revenues, anticipated Capital Improvement Plan projects, District O&M expenses, changes in expenses related to labor negotiations, SVCW (Silicon Valley Clean Water) debt service, SVCW O&M expenses, SVCW cost allocations, and included the addition of 73 Equivalent Dwelling Units (EDUs) per year. HF&H inputted the data and returned with a revised rate model which predicted rate increases for all customers on the order of 2.0% in FY 2021-22 and for the next four years thereafter. During the budget workshop the Board directed HF&H to consider a 2.5% increase to the rates for FY2021-22 in the model to provide adequate reserves for funding of additional SVCW debt service obligations in the next ten years.

In 2020, the District reviewed the current cost of service for the Onsite Wastewater Disposal Zone customers. Approximately 80 homes in the Portola Valley area (located within the On-Site Wastewater Disposal Zone) pay higher charges for the maintenance of the STEP or Grinder Sewer Collection Systems that they require. The 2020 study found the average annual cost to service the STEP or Grinder Sewer Collection Systems was \$919 per account. The District currently charges an additional \$470 annually to maintain these collection systems. To realign charges with the cost of service, charges for the maintenance of the STEP/Grinder Sewer Collection Systems are proposed to increase annually over five fiscal years, the first of which was FY 2020-21. For fiscal year 2021-22, the second of five fiscal years, the proposed STEP/Grinder Sewer Collection System charge is \$620, an increase of \$150.

Following Board discussion at the January 27th Board meeting, over the proposed rate increase, and the effects on the cash flow in the months of July through November, when the District does not receive tax roll revenue, the Board gave direction to consider the above recommended approach to future sewer service charges, allowing that continued annual rate studies will need to be conducted to adjust to changes in the economic environment.

The Sewer Rate Study includes a model designed to meet revenue requirements, ensure a high coverage ratio for debt expense in order to continue to obtain favorable bond rates, and preserve target reserve balances as desired by the Board. HF&H and Staff worked hard to design a model that would meet the above criteria and result in the lowest cumulative increase of any rate scenario over the five-year horizon.

The forecast increases are slightly lower than last year's projections for FY 2021-22. Of the overall 2.5% proposed rate increase in FY 2021-22, a large portion is attributable to increases in SVCW's projected costs over the next five fiscal years and a modest amount is attributable to increases in the District's local operations and capital expenses over the next five fiscal years. The increases attributable to SVCW are due to increased debt service expense for the SVCW treatment plant Capital Improvement Plan. The treatment plant is the midst of implementing a Capital Improvement Plan that includes projects to replace agency pump stations, force mains, and plant infrastructure, which were deferred for many years.

Included in the FY 2021-22 rate adjustments is the expense of meeting the District's share of debt service for bonds and SRF loans to fund the SVCW's Capital Improvement Program. The District anticipates the estimated total for the SVCW Capital Improvement Program to exceed \$900 million over the years. The District's total SVCW expenses are projected to grow from \$12.7 million per year up to \$17.7 million to fund the expense of debt service in order to finance the SVCW Capital Improvement Program. In FY 2021-22, SVCW's Op Ex. and Cap Ex. are approximately 45% of the District's total revenue requirement.

Due to frugal management practices, and only small increases in labor costs, there is very little increase projected in the District's own O&M expenses. However, significant factors in the proposed increase in rates are a result of increases in the following areas:

- SVCW debt service for scheduled capital improvement projects

- SVCW O&M costs
- Meeting all target operating, capital, and emergency reserves by FY 2025-26
- Fully funding PERS Unfunded liability by, or before FY 2024-25

Our JPA partners' rates for FY 2021-22 are not yet known. Based on 8.1 hcf of sewer flow per single-family household, Belmont currently charges \$129.16 per month, Redwood City charges \$85.44 per month, and San Carlos charges \$111.74. The proposed 2.5% increase in West Bay Sanitary District's sewer service charge compares to our JPA partners' current charges favorably. The proposed West Bay Sanitary District rate per single-family household would be equal to \$104.58 per month.

Several budgetary items have shown change since last year's rate study update:

- SVCW has expended approximately \$571M through December 1, 2020 and estimates spending an additional \$381M in CIP expenditures over the next ten years. The majority of the remaining CIP expenditures is attributed to RESCU projects (\$257M). Of the \$381M, \$102M is allocable to West Bay Sanitary District.
- SVCW has refinanced existing 2014, 2015 bonds to issue a new 2020 bond.
- SVCW plans to issue an additional SRF loan in FY 2021-22. The District will be required to pay \$0.4M initially, increasing to \$2.1M annually by FY 2023-24.
- West Bay may further decrease the impact of these bonds by using the Rate Stabilization reserve, or excess Capital or Operating Reserves, to buy down future debt by SVCW.
- Negotiated MOU salary increases of 4% per year.

The District may be adding an additional position to assist in the Water Quality Department and Pump Station group. The salary would be partially offset by the STEP/Grinder O&M fees and the Recycled Water Facilities.

These changes in West Bay's overall economic picture translated to a needed rate increase in the order of 2.5% for FY 2021/22 based on SVCW plant improvement projections and the District's CIP plans and O&M needs.

The attached Final Sewer Rate Study report incorporates the Board comments from the Sewer Rate Study workshop and is presented for the Board's consideration to adopt the sewer service charges in accordance with Proposition 218 requirements.

Fiscal Impact

A 2.5% increase in all sewer service charges will result in annual sewer service rates for a single family home increasing from \$1,224 to \$1,255 per year. For homes (approximately 80 homes) within the OWDZ (Onsite Wastewater Disposal Zone), primarily in Portola Valley, the anticipated sewer service charge will increase from \$1,694 to \$1,875 per household. Overall, this equates to an increase in revenues of approximately \$775,000 per year.

Recommendation

In the event that less than fifty percent of the District's ratepayers appear at the Public Hearing to protest the proposed rate increase, the District Manager recommends the Board close the Public Hearing following public comment.

Attachments:

Final Sewer Rate Study by HF&H Consultants dated April 22, 2021

218 Notice of Public Hearing Mailer

Public Letters of Protest



WEST BAY SANITARY DISTRICT FY 2021-22 SEWER RATE STUDY



April 22, 2021 - Final Report



HF&H Consultants, LLC
3-5

West Bay Sanitary District

500 Laurel Street
Menlo Park, CA 94025



FY 2021-22 Sewer Rate Study

April 22, 2021

HF&H Consultants, LLC

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Walnut Creek, CA 94596



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April 22, 2021

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

Subject: FY 2021-22 Sewer Rate Study - Final Report

Dear Mr. Ramirez:

HF&H Consultants (HF&H) is pleased to submit this draft report to update the West Bay Sanitary District's (District's) FY 2021-22 sewer rates. The report summarizes the analysis that was conducted to develop the recommended rates. The analysis updates last year's projections to reflect the District's and Silicon Valley Clean Water's (SVCW) current operating and capital costs.

The overall increase in revenue will allow the District to:

- Fund inflationary increases in existing staff and sewer collection system operating and maintenance costs;
- Fund an additional Operator III in FY 2020-21 (whose costs will be split 50/50 with Sharon Heights) and an additional full-time Pump Mechanic in FY 2021-22 to support operations due to growth and additional treatment operations;
- Fund \$8.2 million in annual capital projects for the District-maintained collection system;
- Fully-fund the District's share of SVCW's projected operating and capital costs to operate the wastewater treatment plant which grows from \$12.7 million to \$17.7 million over the five-year study period;
- By FY 2024-25, fully fund the District's OPEB/PERS unfunded accrued liability obligation, estimated to be \$5.8 million;
- By FY 2025-26, reach the targeted levels of the District's operating, capital, rate stabilization, and emergency reserve balances;
- Manage expected reductions in commercial revenue resulting from COVID-19 stay-at-home orders, which has reduce commercial water use by approximately 9%; and,
- Adapt to large, expected increases in SVCW debt service in subsequent years beyond FY 2025-26 without resorting to sharp increases in rates beyond the this five-year planning period.

* * * * *

A copy of the rate model is included in the appendix.

We appreciate this opportunity to continue working for the District.

Very truly yours,
HF&H CONSULTANTS, LLC

John W. Farnkopf, P.E.
Senior Vice President

Richard J. Simonson, CMC
Senior Vice President

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ACRONYMS

FY	Fiscal Year
CCF or HCF	Hundred cubic feet of metered water sold; 748 gallons; a cube of water 4.6 feet on edge
BOD	Biochemical Oxygen Demand
COS	Cost of Service
EDU	Equivalent Dwelling Unit
FTE	Full-Time Equivalent
GPD	Gallons per Day
I&I	Inflow & Infiltration
MGL	Milligrams per Liter
O&M	Operations and Maintenance
PAYGo	Pay-As-You-Go, in reference to funding capital improvements from cash rather than from borrowed sources of revenue
SHGCC	Sharon Heights Golf & Country Club
SLAC	Stanford Linear Accelerator Center
SVCW	Silicon Valley Clean Water, a Joint Powers Authority that is responsible for regional conveyance and wastewater treatment for West Bay Sanitary District and the cities of Redwood City, San Carlos and Belmont.
STEP	Septic Tank Effluent Pumping systems
TSS	Total Suspended Solids

ACKNOWLEDGEMENTS

District Board

Fran Dehn, President

David Walker, Secretary

Roy Thiele-Sardina, Treasurer

Edward Moritz, Member

George Otte, Member

District Staff

Sergio Ramirez, District Manager

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HF&H Consultants, LLC

John Farnkopf, Sr. Vice President

Rick Simonson, Sr. Vice President

Gabe Sasser, Senior Associate

1. BACKGROUND AND SUMMARY

1.1. Background

The District provides wastewater collection and conveyance services to approximately 32,000 residential, commercial, and industrial equivalent dwelling units (EDU) through a system of pipelines and pump stations that transport their wastewater to the Silicon Valley Clean Water (SVCW) facility for treatment and discharge into San Francisco Bay. SVCW is a Joint Powers Authority (JPA) that provides wastewater treatment services to the Cities of Redwood City, San Carlos, and Belmont as well as the District.

The District owns and operates wastewater collection system facilities serving portions of Menlo Park, Atherton, and Portola Valley. Wastewater from these communities is treated at the SVCW treatment plant, the cost for which is billed to the District and included in the District's sewer service charges. In addition, the District maintains the wastewater collection system operations for the Towns of Los Altos Hills and Woodside under service contracts. Wastewater from these communities is treated at the Palo Alto Regional Water Quality Control plant. Under the services contracts, the District is fully compensated by the towns. The towns are responsible for setting rates for their customers, which will cover the District's cost as well as the cost of treatment.

1.2. Five-Year Financial Plan

This report presents a financial plan for the District that incorporates the capital improvements identified in the District's Master Plan, as well as the latest available projections provided by SVCW in their January 2020 Long Range Financial Plan. The District's five-year financial plan comprises:

- Projected District operating and capital expenses to maintain the collection system;
- Projected SVCW operating and capital expenses to maintain and upgrade the sewer treatment plant;
- Projected reserve balances and targets;
- Projected revenues from the District's current and proposed sewer service charges; and,
- Projected growth within the District.

The results of the financial plan indicate the annual increases in sewer service charges that are projected to fund the District's expenses and maintain adequate reserves. Detailed spreadsheets comprising the five-year financial plan are included in Appendix A.

1.3 Recent Rate Increases

During the last five years, the District’s residential sewer service charges have increased as shown in **Figure 1-1**.

Figure 1-1. Recent Rates and Rate Increases

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21
Residential Sewer Service Charge	\$1,031	\$1,072	\$1,126	\$1,177	\$1,224
Percentage Increase		4.0%	5.0%	4.5%	4.0%
Annual Increase - \$ per Year		\$41	\$54	\$51	\$47

The increases during this period were primarily attributable to SVCW’s increasing debt service allocation to the District to fund treatment plant upgrades and, secondarily, to inflationary increases in the District’s operating and annual capital repair and replacement expenses.

1.4. Current Sewer Rates

The District charges sewer customers annually on the tax rolls, which is a common practice for billing for sewer service. Billing on the tax rolls is less expensive than it would be if the District issued its own bills while allowing the County to easily levy liens for nonpayment. Even though the District bills through the tax rolls, its sewer service charges are not a tax or assessment. Unlike taxes or assessments, which are based on land-related characteristics such as assessed value or parcel size, the District’s sewer charges are a form of service fee or charge that is proportionate to the cost of providing sewer service.

Residential customers are charged per dwelling unit. In addition, approximately 80 homes in the Portola Valley area (located within the On-Site Wastewater Disposal Zone) pay higher charges (currently \$470 per year) for the maintenance of the Septic Tank Effluent Pump (STEP) system or Grinder Sewer Collection Systems that they require.

Commercial customers pay charges based on their metered water use from the prior calendar year (measured in CCF or hundred cubic feet). Each non-residential charge is the product of the customer’s flow multiplied by the rate corresponding to the customer’s class.

Industrial customers are billed based on each customer’s annual flow and the strength of the customer’s wastewater based on sampling data.

Current rates for FY 2020-21 were adopted by the Board in April 2020, as follows:

Figure 1-2. Current Rates

	Current FY 2020-21
<u>Residential (charge per DU per year)</u>	
Single Family, Multi Family	\$1,224
On-site Wastewater Disposal Zone	\$1,694
<u>Commercial (charge per CCF)</u>	
Retail/Commercial	\$9.86
Institution/Public	\$9.24
Restaurants/Bakeries	\$20.78
Supermarkets with Grinders	\$21.01
Hospitals	\$10.20
Hotels with Dining Facilities	\$16.78
<u>Industrial (measured)</u>	
Flow Rate Charge per CCF	\$7.28
BOD Rate Charge per pound	\$1.28
TSS Rate Charge per pound	\$1.46

1.5. Findings and Recommendations

1.5.1 Projected Rate Increases During Five-Year Planning Period

Figure 1-3 indicates the annual rate increases projected for the five-year planning period, beginning with FY 2021-22. The increases indicated below reflect updated assumptions and currently available information. Annual revenues will increase greater than the rate increase in most years as the District continues to experience growth in the number of customers served. The increase in total revenues will be partially offset by projected reductions to commercial revenues. Work-from-orders, as well as business hour restrictions resulting from the COVID-19 pandemic have decreased commercial wastewater discharge, thus lowering commercial revenue, as commercial rates are flow based. This decrease in commercial revenues is projected to continue in FY 2021-22, though to a lesser degree, with commercial revenues back to “normal” levels by FY 2022-23. In future years, revenues outpace proposed rate increases due to growth in the number of dwelling units. The five-year financial plan assumes 73 new dwelling units each year through FY 2025-26. Note: due to the District billing on the tax roll, the projected annual revenue increases reflect a one-year delay in the realization of the

revenue from growth. For example, the growth which occurs in FY 2021-22 will first appear on the tax rolls in FY 2022-23.

Figure 1-3. Projected Rate and Revenue Increases

Fiscal Year	Projected Rate Increase	Projected Revenue Increase
FY 2021-22	2.5%	0.5%
FY 2022-23	2.5%	4.0%
FY 2023-24	2.5%	4.0%
FY 2024-25	2.5%	2.8%
FY 2025-26	2.5%	2.8%

1.5.2 Proposed Rates for FY 2021-22

The following figure shows the current FY 2020-21 rates and the proposed FY 2021-22 rates, which reflect a 2.5% across-the-board increase to all rates. In addition, we are recommending an additional \$150 increase to those customers within the On-Site Wastewater Disposal Zone for the increases in costs to maintain the STEP or Grinder Sewer Collection Systems that they require¹.

Figure 1-4. Current and Proposed FY 2021-22 Rates

	Current	FY 2021-22 Proposed		
	FY 2020-21	Rate	\$ Chg	% Chg
Residential (charge per DU per year)				
Single Family, Multi Family	\$1,224	\$1,255	\$31	2.5%
On-site Wastewater Disposal Zone ¹	\$1,694	\$1,875	\$181	10.7%
Commercial (charge per CCF)				
Retail/Commercial	\$9.86	\$10.11	\$0.25	2.5%
Institution/Public	\$9.24	\$9.47	\$0.23	2.5%
Restaurants/Bakeries	\$20.78	\$21.30	\$0.52	2.5%
Supermarkets with Grinders	\$21.01	\$21.54	\$0.53	2.5%
Hospitals	\$10.20	\$10.46	\$0.25	2.5%
Hotels with Dining Facilities	\$16.78	\$17.20	\$0.42	2.5%
Industrial (measured)				
Flow Rate Charge per CCF	\$7.28	\$7.46	\$0.18	2.5%
BOD Rate Charge per pound	\$1.28	\$1.31	\$0.03	2.5%
TSS Rate Charge per pound	\$1.46	\$1.50	\$0.04	2.5%

¹ Section 3 of this report provides details of the larger percentage increase recommended for those customers within the On-site Wastewater Disposal Zone

2. REVENUE REQUIREMENT PROJECTIONS

A spreadsheet model was developed to derive revenue requirements for a five-year planning period, FY 2021-22 through FY 2025-26. The revenue requirements represent the costs that must be covered by revenue from rates and other sources. The District’s Operations & Maintenance (O&M) budget for FY 2020-21 served as the starting point for projecting the District’s expenses and revenues. SVCW provided the projections of all future SVCW expenses, including debt service, used in the model. The escalation factors summarized in **Figure 2-1** were incorporated in the model for projecting expenses and revenues.

Figure 2-1. Key Modeling Assumptions

Assumptions	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
(1) General Inflation	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%
(2) Utilities	Per Budget	7.0%	7.0%	7.0%	7.0%	7.0%
(3) Salaries	Per Budget	4.0%	4.0%	4.0%	4.0%	4.0%
(4) Benefits	Per Budget	4.0%	4.0%	4.0%	4.0%	4.0%
(5) PERS Unfunded Accrued Liability	Per Budget	-23.7%	9.6%	7.5%	7.6%	1.1%
(6) SVCW O&M Expenses Increase %	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%
(7) Interest on Earnings	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
(8) Miscellaneous	Per Budget	1.0%	1.0%	1.0%	1.0%	1.0%
(9) Los Altos Hills, Woodside Revenue Change	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%
(10) Construction Cost Inflation	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%
(11) Increase in Annual Residential Customers	Per Budget	73	73	73	73	73
(12) Number of Total Residential Customer Accounts	19,515	19,588	19,661	19,734	19,807	19,880
(13) Annual Percentage in Residential Account Growth	Per Budget	0.4%	0.4%	0.4%	0.4%	0.4%
(14) Annual Increase in Salaries for OT due to Growth	Per Budget	0.0%	0.0%	0.5%	0.5%	0.5%
(15) Non-resid. rev. decrease due to COVID (% chng fro	Per Budget	-10.0%	-5.0%	0.0%	0.0%	0.0%

The application of these assumptions to the O&M and capital expenses is described below and summarized in **Figure 2-2** and **Figure 2-3**.

2.1. District O&M Expenses

The District’s net O&M expenses (summarized by category in **Figure 2-2**) are projected to increase from approximately \$8.9 million to \$11.3 million over the five-year planning period. The District’s expenses are increasing more rapidly than the rate of inflation due to future staffing level additions, the end of approximately \$400,000 in annual non-operating revenue from the flow equalization cost sharing agreement (eff. FY 2024-25), and increases in operating expenses due to a growing customer base. With the regional focus on residential development, the District projects an annual increase of 73 accounts per year, with a total of 365 accounts added by the end of the planning period.

Figure 2-2. District O&M Expense Summary

	Current Year	Five-Year Planning Period				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Salaries	\$3,963,828	\$4,272,381	\$4,443,276	\$4,642,444	\$4,850,543	\$5,067,973
Benefits	\$2,841,502	\$2,955,162	\$3,073,369	\$3,196,303	\$3,324,155	\$3,457,122
PERS Unfunded Accrued Liability	\$382,655	\$292,110	\$320,110	\$344,109	\$370,109	\$374,000
Contractual/Professional Services	\$976,220	\$1,009,145	\$1,043,166	\$1,078,320	\$1,114,644	\$1,152,176
Other O&M	\$1,595,472	\$1,578,680	\$1,703,848	\$1,691,056	\$1,820,387	\$1,811,930
Non-Operating Revenue	(\$816,184)	(\$838,650)	(\$861,769)	(\$885,561)	(\$499,029)	(\$511,898)
Net District Operating Costs	\$8,943,493	\$9,268,828	\$9,722,000	\$10,066,670	\$10,980,809	\$11,351,303
		3.6%	4.9%	3.5%	9.1%	3.4%

2.2. District Capital Expenses

The District’s capital expenses are summarized by category in **Figure 2-3**. The District’s annual budgeted capital expenditures range from a low of \$7.9 million (in FY 2021-22) to \$9.0 million (in FY 2023-24), during the five-year planning period. On average, the District expects to spend approximately \$8.2 million annually on these projects (during the five-year planning period FY 2021-22 to FY 2025-26).

Collection Facilities and Underground Pipe Replacement and Rehabilitation projects make up the bulk of the District’s planned improvements. The primary Collection Facilities project planned for FY 2021-22 through FY 2023-24 is the Levee (FERRF) Improvements. In FY 2023-24 through the end of the planning period, the District anticipates several large scale pipe replacement or rehabilitation projects.

Figure 2-3. CIP Summary

	Current Year	Five-Year Planning Period				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Administration	\$350,000	\$1,000,000	\$1,500,000	\$500,000	\$0	\$0
Collection Facilities	\$2,245,550	\$6,500,000	\$6,500,000	\$2,500,000	\$500,000	\$500,000
Pipe Replacement and/or Rehab.	\$4,800,000	\$200,000	\$200,000	\$5,825,000	\$7,000,000	\$7,397,500
Capacity	\$1,500,000	\$0	\$0	\$0	\$0	\$0
Construction Proj. Environ Review	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Manhole Raising	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Allow. For Unanticipated Cap Exp	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Vehicles and Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Expenses	\$9,105,550	\$7,910,000	\$8,410,000	\$9,035,000	\$7,710,000	\$8,107,500
Less: Connection Fee Revenue	(\$250,000)	(\$505,087)	(\$505,087)	(\$505,087)	(\$505,087)	(\$505,087)
Net Capital Expenses	\$8,855,550	\$7,404,913	\$7,904,913	\$8,529,913	\$7,204,913	\$7,602,413
		-16%	7%	8%	-16%	6%

The District plans to fund these capital improvements from connection fee revenue and sewer service charge revenue on a pay-as-you-go (PAYGo) basis without issuing debt, which continues the District’s historical practice.

2.3. District Reserves

In addition to covering annual expenses, sewer service charges need to generate revenue to maintain adequate operations and capital reserves. To determine what constitutes adequate reserve amounts, the reserve balance was subdivided into Operations, Capital, Vehicle and Equipment Replacement, Rate Stabilization, Recycled Water Project, Emergency Reserves, and an OPEB/PERS Retirement Liability Reserve Fund. In this way, it is possible to set recommended target balances for each purpose.

2.3.1. Operations Reserve Minimum Balance

The Operations Reserve provides working capital for monthly O&M expenses. There is a nine-month lag between sewer service charge payments from the County tax assessor; therefore, the minimum Operations Reserve balance is set equal to five months of O&M expenses to provide adequate cash flow. If this minimum balance is maintained, the District should be able to fund its monthly operations cash flow over this extended period without relying on the Capital Reserve for a short-term loan. Maintaining the minimum balance for the Operations Reserve is recommended as the highest priority for the District's three reserves.

2.3.2. Emergency Reserve Target Balance

The target balances for the Operations and Capital Reserves are sufficient to provide working capital on an ongoing basis, but do not provide for unforeseen contingencies such as emergencies. Should an emergency strike (e.g., earthquake), the District cannot suddenly raise rates to generate additional funds due to state law requirements for such rate increases (e.g., Proposition 218). Moreover, the District bills annually on the tax rolls. Therefore, the District has set a target for the Emergency Reserve of \$5.0 million. With such a reserve, the District would have funds on hand to take immediate remedial steps without waiting to procure a loan or issue bonds.

Maintaining the target balance for the Emergency Reserve is recommended as the second highest priority after meeting the minimum balance for the Operations Reserve. The Emergency Reserve can be used for funding capital projects at times when the Capital Reserve is not fully funded.

2.3.3. Capital Reserve Target Balance

The Capital Reserve provides liquidity to fund construction for projects that are funded on a PAYGo basis (as opposed to those that are funded from debt). With adequate capital reserves, the District is able to pay contractors without encroaching on the Operations or Emergency Reserves. Historically, the initial target reserve balance was \$3.5 million. However, construction cost escalation, averaging 15% annually over the last four years, has raised the costs to perform capital improvements. Rising costs correlate to increases in replacement of underground pipelines, as evidenced in **Figure 2-3**. In light of rising costs, the Board revised the target balance to \$6.0 million. Maintaining the target balance

for the Capital Reserve is recommended after meeting the minimum balances for the Operations and Emergency Reserves.

2.3.4. Vehicle and Equipment Replacement Fund

The Vehicle and Equipment Replace fund provides resources to replace District fleet vehicles and operations equipment. The District maintains a schedule for replacement based on the useful life of the asset. The target reserve balance of \$0.6 million ensures there are sufficient funds on hand to keep up with the retirement of old equipment or vehicles with the purchase of their replacements. In past years, a small portion of the Capital reserve budget included vehicle and equipment replacement costs. However, going forward, the District has requested this fund to be tracked separately from the Capital Reserve.

2.3.5. Rate Stabilization Reserve Fund

The Board established a rate stabilization fund to allow a margin of safety for the uncertainty of the timing and amount of SVCW capital expenditures to upgrade the wastewater treatment facility (as discussed in **Section 2.4** below). The funds could be used to minimize future rates increases and/or to reduce interest expenses by buying down the amount of debt to be issued by SVCW to fund the upgrades. Within the last five years, the District has utilized this reserve to remove a \$13.0 million debt obligation. The District anticipates future debt obligations and is building this reserve to buy down future debt.

2.3.6. Recycled Water Project Reserve Fund

In late 2016, the Board established an \$8 million reserve fund for future capital expenditures to help reduce potable water use by constructing a satellite recycled water treatment facility at the SHGCC to use recycled water to irrigate the golf course and also to serve water to the Stanford Linear Accelerator Center (SLAC) for irrigation and industrial uses such as for cooling towers. These funds have been set aside to fund design and construction costs that will be incurred prior to receiving funding from the State Water Resources Control Board (SWRCB). The SWRCB has remitted payments to the District as construction has completed. The District intends to infuse these funds back into operating reserves and other recycled water projects when necessary for cash-flow purposes.

2.3.7. OPEB/PERS Retirement Liability Reserve Fund

In February 2018, the Board established a reserve fund to offset the District's unfunded pension liability. As of June 30, 2020, the District's unfunded liability was just under \$6 million and the reserve fund balance was \$2,036,722. In 2020-21 the District contributed an additional \$2.6 million, including \$1.6 million transferred from the reserve fund. The projected unfunded liability as of June 30, 2021 is \$3.3 million. The District plans to continue making additional transfers of \$1 million each year until the outstanding balance is zero. Our analysis shows the goal will be met by the end of June 30, 2024.

2.4. SVCW Expenses

In FY 2021-22, SVCW’s treatment charge projects as 45% of the District’s total revenue requirement, and is the District’s single largest expense, which will increase to 48% of the District’s total revenue requirement by FY 2025-26. The District’s treatment charge is allocated in proportion to the number of its EDUs compared with the other SVCW member agencies, currently 26.84%. As shown in **Figure 2-4**, SVCW’s cost has recently increased significantly to fund the debt service on a series of bonds and SRF loans, that has been issued to fund the rehabilitation of its interceptors, pump stations, and wastewater treatment plant.

Figure 2-4. SVCW O&M and Debt Service Revenue Requirement

SVCW Projected Expenses	Current Year		Projected			
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Net Operating Expense	\$6,883,538	\$7,090,044	\$7,302,746	\$7,521,828	\$7,747,483	\$7,979,907
Revenue-Funded Capital (PAYGo)	\$347,712	\$402,600	\$402,600	\$402,600	\$402,600	\$402,600
Debt Reserves	\$409,274	\$543,421	\$677,819	\$812,224	\$946,635	\$1,081,052
Debt Service						
Existing Bonds (2014, 2015, 2018)	\$4,593,692	\$1,839,213	\$1,834,338	\$1,837,963	\$1,834,963	\$1,835,338
2020 Refunding Bonds (New)	\$0	\$2,845,087	\$2,848,607	\$2,840,584	\$2,848,749	\$2,842,521
Fixed-Rate Bond Issue #1	\$0	\$0	\$0	\$0	\$302,594	\$302,594
Existing SRF	\$506,765	\$726,842	\$726,842	\$726,842	\$726,842	\$726,842
SRF for Conveyance Planning	\$0	\$409,614	\$409,614	\$409,614	\$409,614	\$409,614
New SRF Loan(s)	\$0	\$0	\$0	\$1,774,308	\$1,774,308	\$1,774,308
Subtotal SVCW Debt Service	\$5,100,457	\$5,820,756	\$5,819,401	\$7,589,310	\$7,897,069	\$7,891,216
Subtotal, SVCW	\$12,740,981	\$13,856,821	\$14,202,566	\$16,325,962	\$16,993,787	\$17,354,775
SVCW Expenses due to growth	\$0	\$26,423	\$53,538	\$81,362	\$109,916	\$139,219
Total, SVCW Project Expenses	\$12,740,981	\$13,883,243	\$14,256,103	\$16,407,325	\$17,103,703	\$17,493,994

2.5. Total Revenue Requirements

The foregoing modeling assumptions lead to the projected revenue requirements shown in Figure 2-5.

Figure 2-5. Projected Revenue Requirements

	Current Year		Five-Year Planning Period			
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
SVCW Operating Expenses	\$7,640,524	\$8,062,488	\$8,436,703	\$8,818,014	\$9,206,634	\$9,602,778
SVCW Debt Service	\$5,100,457	\$5,820,756	\$5,819,401	\$7,589,310	\$7,897,069	\$7,891,216
WBSD Capital Imp. Program	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413
WBSD Operating Expenses	\$8,943,493	\$9,268,828	\$9,722,000	\$10,066,670	\$10,980,809	\$11,351,303
Contribution To/(From) Reserves	\$0	\$0	\$0	\$0	\$0	\$0
Total Projected Revenue Req't.	\$29,413,887	\$30,881,485	\$31,707,516	\$34,203,408	\$35,813,925	\$36,574,710

Highlights of the District’s projected revenue requirements are as follows:

- The District will fund an average of \$9.0 million annually in SVCW operating expenses, including PAYGo Capital projects and increased costs due to a growing customer base.

- The District will fund an average of \$7.0 million annually in SVCW debt service.
- There are 3.5% average annual increases in District O&M costs.
- \$8.2 million annually in District PAYGo capital projects.
- The District plans to continue making annual transfers to the District’s OPEB/PERS unfunded liability reserve and will meet the full liability amount by FY 2023-24.
- All Operating, Capital, Rate Stabilization, OPEB/PERS, and Emergency reserve levels will be funded to their respective target levels by FY 2024-25.

2.6. Revenue Increases

The District’s revenue requirements increase over the next five years. Current rates cannot support the projected revenue requirements shown in **Figure 2-5**. As stated previously, the District projects 0.4% annual growth in customer accounts which will provide an additional \$1.3 million in additional revenue over the five year period. Revenue derived from growth helps to reduce the rate increases necessary to keep up with the projected increases in expenses (i.e., the revenue requirement). **Figure 2-6** summarizes the annual increase in revenue requirement and the recommended rate increases.

Figure 2-6. Annual Rate Increases

	Five-Year Planning Period				
	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Projected Revenue Requirement Increases	5.0%	2.7%	7.9%	4.7%	2.1%
Proposed Rate Increases	2.5%	2.5%	2.5%	2.5%	2.5%

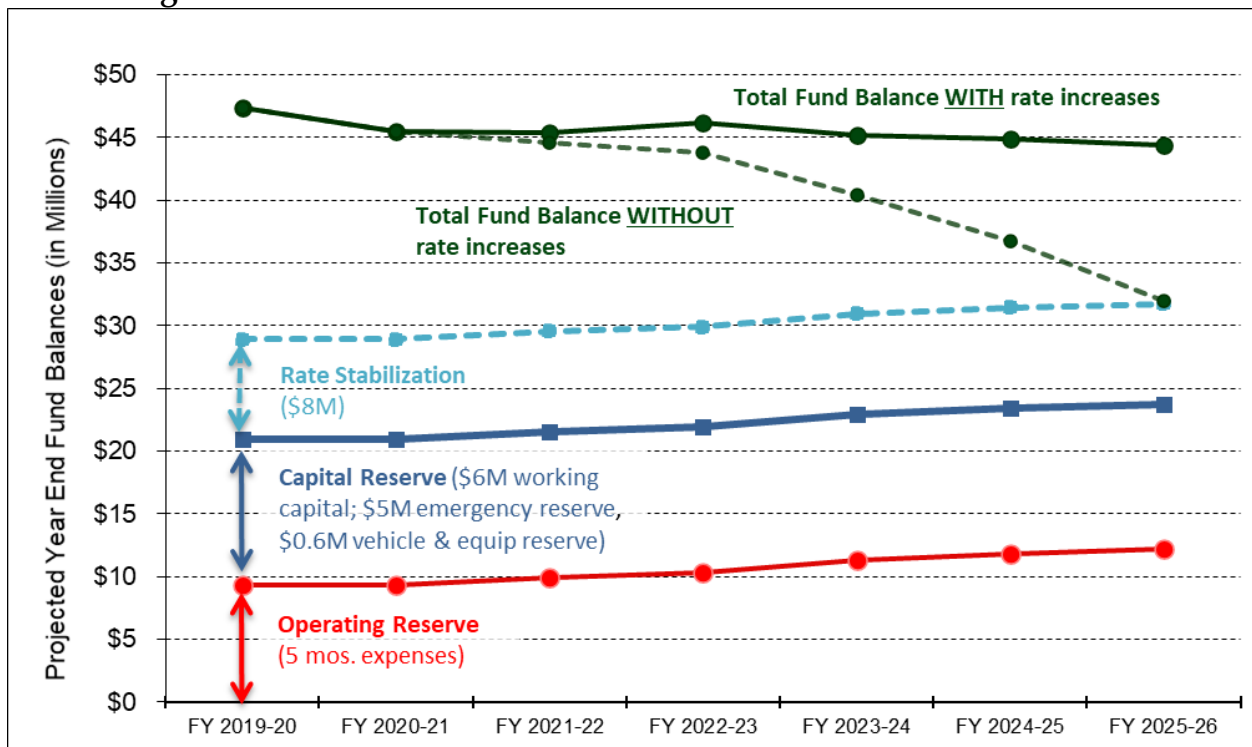
2.7. Fund Balance

Figure 2-7 shows the projected annual fund balances with the rate revenue increases recommended in **Figure 2-6** (solid green line). Although the projections show straight lines between years, the fund balance will be drawn down substantially during each year. In other words, the reserves are actively drawn from at all times during the year but only periodically added to when payments are received from the County. The reserves are not simply accumulated without being used. The recommended revenue increases will maintain a fund balance above the target during the five-year planning period.

This strong position provides the District with opportunities to use reserves for future anticipated expenses. For example, the District anticipates increases in SVCW debt service beyond FY 2025-26. With its reserve position, the District can fund these increased costs without resorting to sharp increases in future rates or having to participate in debt-financing with the SVCW, much like the District did in 2019 when the Board authorized contributing \$13.5 million (in two payments) from the District’s reserves to reduce the

District’s proportionate share of an SVCW bond obligation, which resulted in lower interest expenses for the District over the 30-year term of the bond. In addition, during the rate study period, the District is exploring the possibility of installing a new Bayfront Recycled Water Facility to produce 0.5 million gallons per day (MGD) of recycled water. Other than the recycled water facility itself, the system improvements would include new influent and effluent pump stations, as well as, piping to transport the recycled water to customers in the Menlo Park Bayshore Area. The District will have the opportunity to use reserves, which currently exceed the target, to fund these improvements that have yet to be fully vetted.

Figure 2-7. Fund Balance With and Without Increased Rate Revenue



2.7.1 Minimum Fund Balance

The minimum balance (red line) is the balance that is required to meet the District’s operating expenses during the year. The balance is large because the District bills annually on the tax rolls and receives reimbursement from the County twice each year. As a result, there are several months over which the District must rely heavily on its operating reserve to meet its monthly cash flow requirements. Because of the lag between payments from the County, the minimum Operations Reserve balance is set equal to five months of SVCW and District operating expenses.

2.7.2 Target Fund Balance

The target balance is the sum of the minimum balance for operations (red line) plus an allowance for capital projects (\$6.0 million), emergency capital reserves (\$5.0 million),

vehicle and equipment replacement fund (\$0.6 million), and rate stabilization reserves (\$8.0 million). The capital allowance provides working capital to maintain sufficient funds in order to pay contractors so that work can proceed without delay. Emergency reserves help manage risks associated with sudden asset failures caused by emergencies such as natural disasters or human error. Emergency reserves are a form of capital reserve that can provide a measure of self-insurance so that immediate funding is available for disaster recovery until loans can be arranged. The vehicle and equipment replacement fund provides for the scheduled replacement of the District's fleet vehicles and operational equipment.

3. PROJECTED RATE INCREASES

Current rates cannot support the projected revenue requirements shown in **Figure 2-5**. The projected rate increases, and corresponding residential sewer service charges, are summarized in **Figure 3-1 (Residential)** and **Figure 3-2 (Commercial and Industrial)**.

Figure 3-1. Projected Rates - Residential

	ADOPTED	Five-Year Planning Period				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Residential Sewer Service Charge	\$1,224	\$1,255	\$1,286	\$1,318	\$1,351	\$1,385
Percentage Increase		2.5%	2.5%	2.5%	2.5%	2.5%
Annual Increase - \$ per Year		\$31	\$31	\$32	\$33	\$34

Figure 3-2. Projected Rates - Commercial and Industrial

	Adopted	Projected				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
	<i>Annual Increase</i>	2.5%	2.5%	2.5%	2.5%	2.5%
Commercial (charge per CCF)						
Retail/Commercial	\$9.86	\$9.86	\$10.10	\$10.36	\$10.62	\$10.88
Institution/Public	\$9.24	\$9.24	\$9.47	\$9.71	\$9.95	\$10.20
Restaurants/Bakeries	\$20.78	\$20.78	\$21.30	\$21.83	\$22.38	\$22.94
Supermarkets with Grinders	\$21.01	\$21.01	\$21.54	\$22.07	\$22.63	\$23.19
Hospitals	\$10.20	\$10.20	\$10.46	\$10.72	\$10.99	\$11.26
Hotels with Dining Facilities	\$16.78	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52
Industrial (measured)						
Flow Rate Charge per CCF	\$7.28	\$7.28	\$7.47	\$7.65	\$7.84	\$8.04
BOD Rate Charge per pound	\$1.28	\$1.28	\$1.31	\$1.35	\$1.38	\$1.41
TSS Rate Charge per pound	\$1.46	\$1.46	\$1.50	\$1.54	\$1.58	\$1.62

3.1. STEP/Grinder Charges

The District has approximately 79 single family residential customers located in the On-Site Wastewater Disposal Zone who require either Septic Tank Effluent Pumping systems (STEP) or Grinder Pumping systems. These customers are currently charged an additional \$470 annually for the services the District provides these customers to service and replace their pumps and appurtenances.

Last year, the District re-examined the service costs specific to these customers and found the revenues collected have not been keeping pace with the annual rate increases. **Figure 3-3** details the current cost to provide STEP/grinder system maintenance for these customers.

Figure 3-3. Annual STEP/Grinder System Costs

Private Pump System Maintenance	Annual Costs
1. Labor Cost	
STEP System Bi-Annual Pump Maint.	\$5,099
STEP System Bi-Annual Pump Maint. - Facility Supv.	\$8,798
Grinder System Bi-Annual Pump Maint.	\$5,099
Grinder System Bi-Annual Pump Maint. - Facility Supv.	\$8,798
STEP pump replacement	\$2,779
Grinder pump replacement	\$4,343
Private pump station repairs	\$4,169
Coordination with phone utility companies	\$1,020
Subtotal Labor Costs	\$40,105
2. Material Costs	
Signa Mechanical Open Purchase Order	\$7,000
Envirozyme - Fog Digester	\$3,000
ISAC Controllers/Modem	\$2,500
Private Pump and Panel Replacement	\$20,000
Subtotal Material Costs	\$32,500
Total Costs For Private Pump Systems	\$72,605
Number of Private Units	79
Total Cost per Private Pump Site	\$919

As shown in **Figure 3-4**, the FY 2019-20 charge of \$320 was insufficient to cover the \$919 annual cost of service per account. Rather than increase the STEP/Grinder charge to meet the cost of service in one year, the increases will be phased in over five fiscal years. This phasing will avoid rate shock and will allow the District to recoup the cost of service by FY 2024-25. **Figure 3-4** calculates the increase for this additional service over five consecutive years. The increase in FY 2021-22 will be the second annual phased increase.

Figure 3-4. On-Site Wastewater Disposal Zone Cost of Service

Private Pump System Cost of Service Analysis	
Current Cost per Private Pump Site	(\$919)
Escalated FY 2024-25 cost @ 3%/yr for 5 years	(\$1,065)
Existing Charge per Private Pump Site	\$320
Difference between cost and existing charge	(\$745)
Difference spread over 5 fiscal years for rates	5
Proposed Annual Increase over 5 years	\$150

Figure 3-5 summarizes the proposed annual STEP/Grinder charge over the next five fiscal years, assuming an annual increase of \$150 per account through FY 2024-25. FY 2025-26 increases to the STEP/Grinder charge assume a 2.5% increase which follows the recommended increase to the base service charge.

Figure 3-5. Projected STEP/Grinder System Cost Increases

	ADOPTED	Five-Year Planning Period				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Annual STEP/Grinder Charge	\$470	\$620	\$770	\$920	\$1,070	\$1,097
<i>\$ Increase</i>		\$150	\$150	\$150	\$150	\$27

Figure 3-6 summarizes the total annual charge for those customers with a STEP/Grinder System. Such customers are charge the base service charge and the additional costs to maintain the STEP/Grinder System.

Figure 3-6. Total Projected Annual Charges - Customers with STEP/Grinder Systems

	ADOPTED	Five-Year Planning Period				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Base Service Charge	\$1,224	\$1,255	\$1,286	\$1,318	\$1,351	\$1,385
Annual STEP/Grinder Charge	\$470	\$620	\$770	\$920	\$1,070	\$1,097
Annual Bill	\$1,694	\$1,875	\$2,056	\$2,238	\$2,421	\$2,482
<i>\$ Increase</i>		\$181	\$181	\$182	\$183	\$61

3.2. Summary of Proposed Rates for FY 2021-22

Figure 3-7 provides a schedule of proposed FY 2021-22 rates for all customer types, as discussed above.

Figure 3-7. FY 2021-22 Proposed Rates

	Current	FY 2021-22 Proposed		
	FY 2020-21	Rate	\$ Chg	% Chg
Residential (charge per DU per year)				
Single Family, Multi Family	\$1,224	\$1,255	\$31	2.5%
On-site Wastewater Disposal Zone	\$1,694	\$1,875	\$181	10.7%
Commercial (charge per CCF)				
Retail/Commercial	\$9.86	\$10.11	\$0.25	2.5%
Institution/Public	\$9.24	\$9.47	\$0.23	2.5%
Restaurants/Bakeries	\$20.78	\$21.30	\$0.52	2.5%
Supermarkets with Grinders	\$21.01	\$21.54	\$0.53	2.5%
Hospitals	\$10.20	\$10.46	\$0.25	2.5%
Hotels with Dining Facilities	\$16.78	\$17.20	\$0.42	2.5%
Industrial (measured)				
Flow Rate Charge per CCF	\$7.28	\$7.46	\$0.18	2.5%
BOD Rate Charge per pound	\$1.28	\$1.31	\$0.03	2.5%
TSS Rate Charge per pound	\$1.46	\$1.50	\$0.04	2.5%

Revenue increases for subsequent years have been projected in this financial plan and are based on several assumptions and information that will require review prior to adopting any future rate increases. **Figure 3-8** summarizes projected rates over the entire five-year financial planning period.

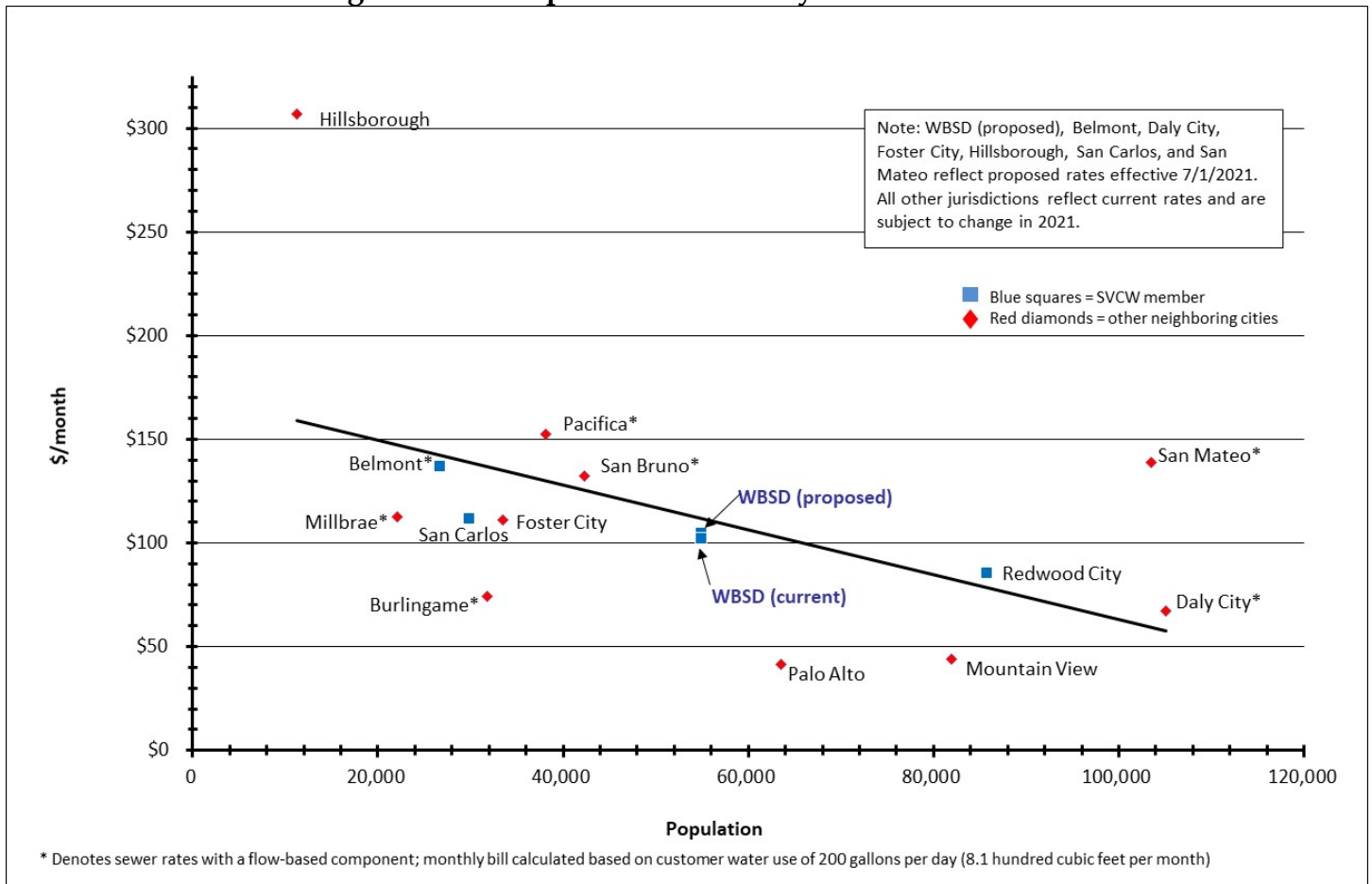
Figure 3-8. Projected Rates (FY 2021-22 through FY 2025-26)

	Adopted	Projected				
	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Residential (charge per DU per year)						
Single Family, Multi Family	\$1,224	\$1,255	\$1,286	\$1,318	\$1,351	\$1,385
On-site Wastewater Disposal Zone	\$1,694	\$1,875	\$2,056	\$2,238	\$2,421	\$2,482
Commercial (charge per CCF)						
Retail/Commercial	\$9.86	\$10.11	\$10.36	\$10.62	\$10.88	\$11.16
Institution/Public	\$9.24	\$9.47	\$9.71	\$9.95	\$10.20	\$10.45
Restaurants/Bakeries	\$20.78	\$21.30	\$21.83	\$22.38	\$22.94	\$23.51
Supermarkets with Grinders	\$21.01	\$21.54	\$22.07	\$22.63	\$23.19	\$23.77
Hospitals	\$10.20	\$10.46	\$10.72	\$10.98	\$11.26	\$11.54
Hotels with Dining Facilities	\$16.78	\$17.20	\$17.63	\$18.07	\$18.52	\$18.99
Industrial (measured)						
Flow Rate Charge per CCF	\$7.28	\$7.46	\$7.65	\$7.84	\$8.04	\$8.24
BOD Rate Charge per pound	\$1.28	\$1.31	\$1.34	\$1.38	\$1.41	\$1.45
TSS Rate Charge per pound	\$1.46	\$1.50	\$1.53	\$1.57	\$1.61	\$1.65

3.3. Residential Sewer Charge Comparison

Based on available sources, **Figure 3-9** shows the recent charges for sewer service among various San Mateo and Santa Clara County agencies. Larger agencies tend to have lower rates because they can take advantage of economies of scale and have a larger base of customers over which to distribute fixed costs. **Figure 3-9** shows the District’s current and proposed sewer rates along with the other SVCW member agencies (identified with blue squares in the figure below). It should be noted that the other SVCW member agencies also face similar additional costs. It is expected that these agencies will be required to increase their rates substantially to cover their share of SVCW costs. Even with the projected rate increases, we would not expect the District’s relative position among its neighbors to change significantly.

Figure 3-9. Comparison of Monthly Residential Bills



APPENDIX A. SEWER RATE MODEL

	A	B	C	D	E	F	G	H	I
1		West Bay Sanitary District							
2		Sewer Rate Study							
3		Table 1A. Summary							
4									
5		RESIDENTIAL							
6									
7		<i>Fiscal Year:</i>	Adopted						
8	1	Base Service Charges	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
9	2	<i>Cumulative Increase</i>							
10	3	\$ Increase							
11	4	Residential Bill (annual)							
12	5	<i>% incr</i>							
13	6	Annual STEP/Grinder Charge							
14	7	<i>Proposed Annual Increases (\$)</i>							
15	8	Total Annual STEP/Grinder Charge							
16	9								
17	10	<i>Base Service Charge (from above)</i>							
18	11	Total Annual Bill (Base + STEP/Grinder)							
19	12								
20									
21		COMMERCIAL & INDUSTRIAL							
22									
23		<i>Fiscal Year:</i>	Adopted						
24		<i>% Increase</i>	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	
25		Commercial (charge per CCF)							
26		Retail/Commercial							
27		Institution/Public							
28		Restaurants/Bakeries							
29		Supermarkets with Grinders							
30		Hospitals							
31		Hotels with Dining Facilities							
32									
33		Industrial (measured)							
34		Flow Rate Charge per CCF							
35		BOD Rate Charge per pound							
36		TSS Rate Charge per pound							
37									
38									

	A	B	C	D	E	F	G	H	I
1	West Bay Sanitary District								
2	Sewer Rate Study								
3	Table 1B. General								
4									
5	List of Model Worksheets								
6	Table 1A. Summary								
7	Table 1B. General								
8	Table 2. Revenue Requirement								
9	Table 3. Revenue Increases								
10	Table 4. Reserves								
11	Table 5. Capital Projects								
12	Table 6. WBSD Service								
13									
14	Assumptions		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
16	(1)	General Inflation	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%	To Table 2
17	(2)	Utilities	Per Budget	7.0%	7.0%	7.0%	7.0%	7.0%	To Table 2
18	(3)	Salaries	Per Budget	4.0%	4.0%	4.0%	4.0%	4.0%	To Table 2
19	(4)	Benefits	Per Budget	4.0%	4.0%	4.0%	4.0%	4.0%	To Table 2
20	(5)	PERS Unfunded Accrued Liability	Per Budget	-23.7%	9.6%	7.5%	7.6%	1.1%	From Table 2
21	(6)	SVCW O&M Expenses Increase %	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%	From Table 2
22	(7)	Interest on Earnings		0.25%	0.25%	0.25%	0.25%	0.25%	To Table 4
23	(8)	Miscellaneous	Per Budget	1.0%	1.0%	1.0%	1.0%	1.0%	To Table 2
24	(9)	Los Altos Hills, Woodside Revenue Change	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%	To Table 2
25	(10)	Construction Cost Inflation	Per Budget	3.0%	3.0%	3.0%	3.0%	3.0%	To Table 5
26	(11)	Increase in Annual Residential Customers	Per Budget	73	73	73	73	73	To Table 3
27	(12)	Number of Total Residential Customer Accounts		19,515	19,588	19,661	19,734	19,807	19,880
28	(13)	Annual Percentage in Residential Account Growth	Per Budget	0.4%	0.4%	0.4%	0.4%	0.4%	To Table 2
29	(14)	Annual Increase in Salaries for OT due to Growth	Per Budget	0.0%	0.0%	0.5%	0.5%	0.5%	to Table 2
30	(15)	Non-resid. rev. decrease due to COVID (% chng from p	Per Budget	-10.0%	-5.0%	0.0%	0.0%	0.0%	To Table 3
31									
32	Target Fund Balances								
33	<u>Operating Fund</u>								
34	Purpose		For O&M cash flow during the year						
35	Minimum balance		Cannot go negative						
36	Target balance		Five months of operating expenses (to accommodate biannual receipt of fees from County tax roll)						
37									
38	<u>Capital Asset Fund</u>								
39	Purpose		To be used for replacement of Facilities						
40	Minimum balance		Cannot go negative						
41	Target balance		\$6,000,000						
42									
43	<u>Emergency Capital Fund</u>								
44	Purpose		To be used for sewer emergencies						
45	Minimum balance		Cannot go negative						
46	Target balance		\$5,000,000						
47									
48	<u>Rate Stabilization Fund</u>								
49	Purpose		Allow a margin of safety for the uncertainty of SVCW capital costs						
50	Minimum balance		Cannot go negative						
51	Target balance		\$8,000,000						
52									
53	<u>Vehicle & Equipment Replacemend Fund</u>								
54	Purpose		To be used for replacement of Equipment						
55	Minimum balance		Cannot go negative						
56	Target balance		\$600,000						

	A	B	C	D	E	F	G	H	I
1	West Bay Sanitary District								
2	Sewer Rate Study								
3	Table 2. Revenue Requirement								
4									
5			Budgeted	Projected					
6		Tbl. 1B	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
7	SVCW Projected Expenses								
8	<u>Operating and Capital PAYGo Expenses</u>								
9	Operating Expenses		\$6,883,538	\$7,090,044	\$7,302,746	\$7,521,828	\$7,747,483	\$7,979,907	SVCW Expenses per District February 2021 Draft
10	Operating Expenses due to growth (HF&H est.)	(13)		26,423	53,538	81,362	109,916	139,219	est. impact on expenses due to growth
11	Transfer to Cash Reserves (CIP)		402,600	536,800	671,000	805,200	939,400	1,073,600	
12	Transfer to Operating Reserves		6,674	6,621	6,819	7,024	7,235	7,452	
13	Revenue-Funded Capital (PAYGo)		347,712	402,600	402,600	402,600	402,600	402,600	
14	Subtotal SVCW Operating/PAYGo Expenses		\$7,640,524	\$8,062,488	\$8,436,703	\$8,818,014	\$9,206,634	\$9,602,778	
15	<u>Debt Service</u>								
16	2014 Bond (\$55 million)		\$1,145,480	\$0	\$0	\$0	\$0	\$0	
17	2015 Bond (\$60 million)		1,610,500	0	0	0	0	0	
18	2018 Bond		1,837,713	1,839,213	1,834,338	1,837,963	1,834,963	1,835,338	
19	2020 Refunding Bonds (New)		0	2,845,087	2,848,607	2,840,584	2,848,749	2,842,521	
20	Fixed-Rate Bond Issue #1		0	0	0	0	302,594	302,594	
21	Existing SRF		506,765	726,842	726,842	726,842	726,842	726,842	
22	SRF for Conveyance Planning		0	409,614	409,614	409,614	409,614	409,614	
23	New SRF Loan(s)		0	0	0	1,774,308	1,774,308	1,774,308	
24	New WIFIA Loan(s)		0	0	0	0	0	0	
25	Subtotal SVCW Debt Service		\$5,100,457	\$5,820,756	\$5,819,401	\$7,589,310	\$7,897,069	\$7,891,216	
26	Total SVCW Expenses		\$12,740,981	\$13,883,243	\$14,256,103	\$16,407,325	\$17,103,703	\$17,493,994	
27	<i>Annual Change</i>			9.0%	2.7%	15.1%	4.2%	2.3%	
28									
29	Operating Expenses								
30	Salaries	(3),(13)	\$3,963,828	\$4,122,381	\$4,287,276	\$4,480,204	\$4,681,813	\$4,892,495	
31	Salary & Benefits for New FTE - Pump Stations	(3)		\$150,000	\$156,000	\$162,240	\$168,730	\$175,479	
32	Employee Benefits	(4)	\$2,841,502	\$2,955,162	\$3,073,369	\$3,196,303	\$3,324,155	\$3,457,122	
33	PERS Unfunded Accrued Liability	(5)	382,655	292,110	320,110	344,109	370,109	374,000	PERS Projections
34	Director's Fees	(1)	\$42,320	\$43,590	\$44,897	\$46,244	\$47,632	\$49,060	
35	Election Expense		\$70,000	\$0	\$70,000	\$0	\$70,000	\$0	
36	Gasoline, Oil and Fuel	(1),(13)	\$70,000	\$72,361	\$74,800	\$77,321	\$79,926	\$82,617	
37	Insurance	(1),(13)	\$173,290	\$179,135	\$185,174	\$191,414	\$197,862	\$204,524	
38	Memberships	(1),(13)	\$51,450	\$53,185	\$54,978	\$56,831	\$58,745	\$60,723	
39	Office Expense	(1),(13)	\$35,500	\$36,697	\$37,934	\$39,213	\$40,534	\$41,899	
40	Operating Supplies	(1),(13)	\$375,345	\$388,004	\$401,085	\$414,601	\$428,567	\$442,998	
41	Contractual Services	(1),(13)	\$481,000	\$497,223	\$513,985	\$531,306	\$549,204	\$567,696	
42	Professional Services	(1),(13)	\$495,220	\$511,922	\$529,181	\$547,014	\$565,440	\$584,480	
43	Printing and Publications	(1),(13)	\$62,500	\$64,608	\$66,786	\$69,037	\$71,362	\$73,765	
44	Rents and Leases	(1),(13)	\$40,000	\$41,349	\$42,743	\$44,183	\$45,672	\$47,210	
45	Repairs and Maintenance	(1),(13)	\$297,900	\$307,947	\$318,329	\$329,056	\$340,141	\$351,594	
46	Research and Monitoring	(1),(13)	\$20,000	\$20,675	\$21,372	\$22,092	\$22,836	\$23,605	
47	Travel and Meetings	(1)	\$56,200	\$57,886	\$59,623	\$61,411	\$63,254	\$65,151	
48	Utilities	(2),(13)	\$196,550	\$211,041	\$226,597	\$243,297	\$261,225	\$280,470	
49	Other Operating Expense	(1)	\$199,700	\$205,691	\$211,862	\$218,218	\$224,764	\$231,507	
50	Admin Alloc to Recycled Water Fund	(1)	(\$19,283)	(\$20,705)	(\$22,231)	(\$23,869)	(\$25,628)	(\$27,516)	
51	OH Alloc to Solid Waste Fund	(1)	(\$103,000)	(\$110,594)	(\$118,746)	(\$127,498)	(\$136,892)	(\$146,977)	
52	Total Operating Expenditures		\$9,732,677	\$10,079,668	\$10,555,124	\$10,922,728	\$11,449,449	\$11,831,901	
53	<i>Annual Change</i>			3.6%	4.7%	3.5%	4.8%	3.3%	
54	Non-Operating Expenditures								
55	Non-Operating Expense	(1)	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	
56	Contrib. to LAFCo	(1)	\$21,000	\$21,630	\$22,279	\$22,947	\$23,636	\$24,345	
57	Subtotal, Non-Operating Expenditures		\$27,000	\$27,810	\$28,644	\$29,504	\$30,389	\$31,300	
58	<i>Annual Change</i>			3.0%	3.0%	3.0%	3.0%	3.0%	
59									
60	Total Expenses		\$22,500,658	\$23,990,721	\$24,839,872	\$27,359,556	\$28,583,541	\$29,357,195	
61	<i>Annual Change</i>			6.6%	3.5%	10.1%	4.5%	2.7%	

	A	B	C	D	E	F	G	H	I
1	West Bay Sanitary District								
2	Sewer Rate Study								
3	Table 2. Revenue Requirement								
4									
5			Budgeted	Projected					
6		Tbl. 1B	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
62									
63	Non-Operating Revenues								
64		(1)	(\$365,184)	(\$376,140)	(\$387,424)	(\$399,046)	\$0	\$0	Flow equalization cost sharing ends FY 2023-24 per District
65		(8)	(\$100,000)	(\$101,000)	(\$102,010)	(\$103,030)	(\$104,060)	(\$105,101)	
66		(9)	(\$350,000)	(\$360,500)	(\$371,315)	(\$382,454)	(\$393,928)	(\$405,746)	
67		(8)	(\$1,000)	(\$1,010)	(\$1,020)	(\$1,030)	(\$1,041)	(\$1,051)	
68			(\$816,184)	(\$838,650)	(\$861,769)	(\$885,561)	(\$499,029)	(\$511,898)	
69				2.8%	2.8%	2.8%	-43.6%	2.6%	
70	Other Transfers to/(from)								
71			\$0	\$0	\$0	\$0	\$0	\$0	From Table 4
72			\$0	\$0	\$0	\$0	\$0	\$0	From Table 4
73			\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	From Table 4
74			\$0	\$0	\$0	\$0	\$0	\$0	From Table 4
75			\$0	\$0	\$0	\$0	\$0	\$0	From Table 4
76		Total Transfers	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	
77				0.0%	0.0%	0.0%	0.0%	0.0%	
78		Total Revenue Requirement	\$29,413,887	\$30,881,485	\$31,707,516	\$34,203,408	\$35,813,925	\$36,574,710	To Table 3
79		<i>Annual Change</i>		5.0%	2.7%	7.9%	4.7%	2.1%	
80		<i>Cumulative Change</i>		5.0%	7.8%	16.3%	21.8%	24.3%	
81									
82	Source: West Bay Sanitary District FY 2020/21 Budget								

	A	B	C	D	E	F	G	H
1	West Bay Sanitary District							
2	Sewer Rate Study							
3	Table 3. Revenue Increases							
4								
5								
6		Estimated	Projected					
7		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
8	Rate Revenue @ Current Rates							
9	Residential	\$23,984,939						
10	Non-Residential	\$7,185,691						
11	Total Rate Revenue @ Current Rates	\$31,170,630	\$31,170,630	\$31,170,630	\$31,170,630	\$31,170,630	\$31,170,630	FY 2020/21 Tax Roll spreadsheet provided by District
12	Less: Reduction in Non-Residential Wastewater		(\$718,569)	(\$359,285)	\$0	\$0	\$0	COVID-related decrease in water use
13	Plus: Additional Revenue from Residential Growth		89,352	178,704	268,056	357,408	446,760	
14	Adjusted Revenue at Current Rates		\$30,541,413	\$30,990,049	\$31,438,686	\$31,528,038	\$31,617,390	To Below
15								
16	Revenue Requirement	(\$29,413,887)	(\$30,881,485)	(\$31,707,516)	(\$34,203,408)	(\$35,813,925)	(\$36,574,710)	From Table 2
17	To/(From) operations before Rate Incr.	\$1,756,743	(\$340,072)	(\$717,467)	(\$2,764,722)	(\$4,285,887)	(\$4,957,320)	To Table 4
18								
19								
20	Increase in Rate Revenue		2.5%	2.5%	2.5%	2.5%	2.5%	From Table 1B
21	Cumulative Increase in Rate Revenue		2.5%	5.1%	7.7%	10.4%	13.1%	To Table 1A
22	Revenue from Rate Increases							
23	FY 2021-22 (eff. July 1, 2021)		\$763,535	\$774,751	\$785,967	\$788,201	\$790,435	
24	FY 2022-23 (eff. July 1, 2022)			\$794,120	\$805,616	\$807,906	\$810,196	
25	FY 2023-24 (eff. July 1, 2023)				\$825,757	\$828,104	\$830,451	
26	FY 2024-25 (eff. July 1, 2024)					\$848,806	\$851,212	
27	FY 2025-26 (eff. July 1, 2025)						\$872,492	
28	Total Revenue from Rate Increases	\$0	\$763,535	\$1,568,871	\$2,417,340	\$3,273,017	\$4,154,785	
29	Total Current Revenue	\$31,170,630	\$30,541,413	\$30,990,049	\$31,438,686	\$31,528,038	\$31,617,390	From Above
30	Subtotal Revenue	\$31,170,630	\$31,304,948	\$32,558,921	\$33,856,026	\$34,801,055	\$35,772,175	To Line 44
31								
32	STEP System Additional Charge		\$150	\$150	\$150	\$150	\$27	From Table 1B
33	Current STEP System Customers		79	79	79	79	79	
34	Cumulative Additional STEP System Customers			10	10	10	10	
35	Subtotal		79	89	89	89	89	
36								
37	Revenue from Additional STEP System Charge Increases							
38	FY 2021-22 (eff. July 1, 2021)		\$11,850	\$11,850	\$11,850	\$11,850	\$11,850	
39	FY 2022-23 (eff. July 1, 2022)			\$13,350	\$13,350	\$13,350	\$13,350	
40	FY 2023-24 (eff. July 1, 2023)				\$13,350	\$13,350	\$13,350	
41	FY 2024-25 (eff. July 1, 2024)					\$13,350	\$13,350	
42	FY 2025-26 (eff. July 1, 2025)						\$2,381	
43	Total Revenue from STEP System Rate Increases		\$11,850	\$25,200	\$38,550	\$51,900	\$54,281	
44	Subtotal Revenue	\$31,170,630	\$31,304,948	\$32,558,921	\$33,856,026	\$34,801,055	\$35,772,175	From Line 30
45		\$31,170,630	\$31,316,798	\$32,584,121	\$33,894,576	\$34,852,955	\$35,826,455	
46	Revenue Requirement	(\$29,413,887)	(\$30,881,485)	(\$31,707,516)	(\$34,203,408)	(\$35,813,925)	(\$36,574,710)	From Above
47	To/(From) operations after Rate Incr.	\$1,756,743	\$435,313	\$876,605	(\$308,832)	(\$960,970)	(\$748,255)	To Table 4

	A	B	C	D	E	F	G	H	I	J	K
1	West Bay Sanitary District										
2	Sewer Rate Study										
3	Table 4. Reserves										
4											
5			Tbl.	Actual	Budgeted						
6			1B	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
7											
8	OPERATING (GENERAL) FUND										
9	Revenue Increases										
10						2.5%	2.5%	2.5%	2.5%	2.5%	From Table 1A
11				\$29,157,525	\$17,060,814	\$17,060,814	\$16,076,218	\$16,995,204	\$15,525,089	\$13,848,654	
12				\$1,756,743	\$435,313	\$435,313	\$876,605	(\$308,832)	(\$960,970)	(\$748,255)	From Table 3
13	Transfers (To)/From										
14											To Table 2
15				\$0	\$0	\$0	\$0	(\$1,200,000)	(\$750,000)	(\$630,000)	(To)/From Below
16				(\$3,800,000)	(\$460,000)	(\$460,000)	\$0	\$0	\$0	\$0	(To)/From Below
17				(\$1,021,000)	\$0	\$0	\$0	\$0	\$0	\$0	(To)/From Below
18				(\$6,475,000)	\$0	\$0	\$0	\$0	\$0	\$0	(To)/From Below
19				\$0	\$0	\$0	\$0	\$0	\$0	\$0	(To)/From Below
20				\$0	\$0	\$0	\$0	\$0	\$0	\$0	(To)/From Below
21				\$0	\$0	\$0	\$0	\$0	\$0	\$0	(To)/From Below
22				(2,600,000)	(1,000,000)	(1,000,000)	0	0	0	0	(To)/From Below
23				(\$13,896,000)	(\$1,460,000)	(\$1,460,000)	\$0	(\$1,200,000)	(\$750,000)	(\$630,000)	
24				\$17,018,268	\$16,036,127	\$16,036,127	\$16,952,822	\$15,486,373	\$13,814,119	\$12,470,399	all remaining cash after reserves
25				\$42,546	\$40,090	\$40,090	\$42,382	\$38,716	\$34,535	\$31,176	
26				Ending Balance	\$29,157,525	\$17,060,814	\$16,076,218	\$16,995,204	\$15,525,089	\$13,848,654	\$12,501,575
27	OPERATING RESERVE										
28				\$ 9,530,903	\$ 9,554,731	\$ 9,554,731	\$ 9,578,617	\$ 9,602,564	\$ 10,829,570	\$ 11,608,519	
29	Transfers (To)/From										
30				\$0	\$0	\$0	\$0	\$1,200,000	\$750,000	\$630,000	
31				\$0	\$0	\$0	\$0	\$1,200,000	\$750,000	\$630,000	
32				\$ 9,530,903	\$ 9,554,731	\$ 9,554,731	\$ 9,578,617	\$ 10,802,564	\$ 11,579,570	\$ 12,238,519	
33				\$23,827	\$23,887	\$23,887	\$23,947	\$27,006	\$28,949	\$30,596	
34				Ending Balance	\$9,530,903	\$9,554,731	\$9,578,617	\$9,602,564	\$10,829,570	\$11,608,519	\$12,269,116
35				<i>Minimum Balance (5 mo. operations)</i>	<i>\$9,332,358</i>	<i>\$9,950,053</i>	<i>\$10,300,469</i>	<i>\$11,346,691</i>	<i>\$11,852,770</i>	<i>\$12,170,924</i>	
36											

	A	B	C	D	E	F	G	H	I	J	K	
1	West Bay Sanitary District											
2	Sewer Rate Study											
3	Table 4. Reserves											
4												
5			Tbl.	Actual	Budgeted							
6			1B	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes	
37	CAPITAL ASSET FUND											
38					\$2,781,875	\$5,469,377	\$6,269,512	\$6,109,247	\$5,322,019	\$5,861,135		
39	Revenues											
40					\$250,000	\$505,087	\$505,087	\$505,087	\$505,087	\$505,087	From Table 5	
41	Capital Projects											
42					(\$350,000)	\$0	(\$1,500,000)	(\$500,000)	\$0	\$0	From Table 5	
43					(\$2,245,550)	(\$6,500,000)	(\$6,500,000)	(\$2,500,000)	(\$500,000)	(\$500,000)	From Table 5	
44					(\$4,800,000)	(\$1,200,000)	(\$200,000)	(\$5,825,000)	(\$7,000,000)	(\$7,397,500)	From Table 5	
45					(\$1,500,000)	\$0	\$0	\$0	\$0	\$0	From Table 6	
46					(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	(\$10,000)	From Table 5	
47					(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	From Table 5	
48					(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	(\$100,000)	From Table 5	
49					\$0	\$0	\$0	\$0	\$0	\$0	From Table 5	
50					Subtotal Expenses	(\$9,105,550)	(\$7,910,000)	(\$8,410,000)	(\$9,035,000)	(\$7,710,000)	(\$8,107,500)	
51												
52					Payment to SVCW (to reduce debt obligation)	\$0	\$0	\$0	\$0	\$0	\$0	
53												
54					Net Capital Expenditures to be paid by Rates	(\$8,855,550)	(\$7,404,913)	(\$7,904,913)	(\$8,529,913)	(\$7,204,913)	(\$7,602,413)	
55												
56	Transfers (To)/From											
57					Revenue Requirement- PayGo Capital	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	To Table 2
58					Operating General Fund	\$3,800,000	\$460,000	\$0	\$0	\$0	\$0	From Above
59					Rate Stabilization Fund	\$0	\$0	\$0	\$0	\$0	\$0	From Below
60					Subtotal Transfers	\$11,529,413	\$8,189,413	\$7,729,413	\$7,729,413	\$7,729,413	\$7,729,413	
61					Fund Subtotal	\$5,455,738	\$6,253,877	\$6,094,012	\$5,308,747	\$5,846,519	\$5,988,135	
62					Estimated Interest Earnings (7)	\$13,639	\$15,635	\$15,235	\$13,272	\$14,616	\$14,970	
63					Ending Balance	\$2,781,875	\$5,469,377	\$6,269,512	\$6,109,247	\$5,322,019	\$5,861,135	\$6,003,105
64					Target Balance	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	\$6,000,000	From Table 1B
65												
66	EMERGENCY CAPITAL RESERVES											
67					Beginning Balance	\$3,904,702	\$4,938,017	\$4,950,362	\$4,962,738	\$4,975,145	\$4,987,582	
68	Transfers (To)/From											
69					Revenue Requirements	\$0	\$0	\$0	\$0	\$0	\$0	To Table 2
70					Operating General Fund	\$1,021,000	\$0	\$0	\$0	\$0	\$0	To Above
71					Subtotal Transfers	\$1,021,000	\$0	\$0	\$0	\$0	\$0	
72					Fund Subtotal	\$4,925,702	\$4,938,017	\$4,950,362	\$4,962,738	\$4,975,145	\$4,987,582	
73					Estimated Interest Earnings (7)	\$12,314	\$12,345	\$12,376	\$12,407	\$12,438	\$12,469	
74					Ending Balance	\$3,904,702	\$4,938,017	\$4,950,362	\$4,962,738	\$4,975,145	\$4,987,582	\$5,000,051
75					Minimum Balance	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
76					Target Balance	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
77												

	A	B	C	D	E	F	G	H	I	J	K
1	West Bay Sanitary District										
2	Sewer Rate Study										
3	Table 4. Reserves										
4											
5											
6			Tbl.	Actual	Budgeted						
7			1B	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
78	RATE STABILIZATION FUND										
79	Beginning Balance			\$1,408,407	\$7,903,116	\$7,922,874	\$7,942,681	\$7,962,537	\$7,982,444		
80	Payment to SVCW			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
81	Transfers (To)/From										
82	Operating General Fund			\$6,475,000	\$0	\$0	\$0	\$0	\$0	\$0	To Table 2
83	Recycled Water Project Fund			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
84	Capital Fund			\$0	\$0	\$0	\$0	\$0	\$0	\$0	To Above
85	Subtotal Transfers			\$6,475,000	\$0	\$0	\$0	\$0	\$0	\$0	
86	Fund Subtotal			\$7,883,407	\$7,903,116	\$7,922,874	\$7,942,681	\$7,962,537	\$7,982,444		
87	Estimated Interest Earnings (7)			\$19,709	\$19,758	\$19,807	\$19,857	\$19,906	\$19,956		
88	Ending Balance			\$1,408,407	\$7,903,116	\$7,922,874	\$7,942,681	\$7,962,537	\$7,982,444	\$8,002,400	
89	<i>Target Balance</i>			<i>\$8,000,000</i>	<i>\$8,000,000</i>	<i>\$8,000,000</i>	<i>\$8,000,000</i>	<i>\$8,000,000</i>	<i>\$8,000,000</i>	<i>\$8,000,000</i>	
90											
91											
92	VEHICLE & EQUIPMENT REPLACEMENT FUND										
93	Beginning Balance			\$ 607,251	\$ 608,769	\$ 610,291	\$ 611,817	\$ 613,346	\$ 614,880		
94	Transfers (To)/From										
95	Revenue Requirement			\$0	\$0	\$0	\$0	\$0	\$0	\$0	To Table 2
96	Operating General Fund			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
97	Subtotal Transfers			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
98	Fund Subtotal			\$ 607,251	\$ 608,769	\$ 610,291	\$ 611,817	\$ 613,346	\$ 614,880		
99	Estimated Interest Earnings (7)			\$1,518	\$1,522	\$1,526	\$1,530	\$1,533	\$1,537		
100	Ending Balance			\$607,251	\$608,769	\$610,291	\$611,817	\$613,346	\$614,880	\$616,417	
101	<i>Target Balance</i>			<i>\$600,000</i>	<i>\$600,000</i>	<i>\$600,000</i>	<i>\$600,000</i>	<i>\$600,000</i>	<i>\$600,000</i>	<i>\$600,000</i>	
102	RECYCLED WATER PROJECT FUND (not included in Fund Balance graph)										
103	Beginning Balance			\$8,742,313	\$8,764,169	\$8,786,079	\$8,808,045	\$8,830,065	\$8,852,140		
104											
105	SRF Reimbursement										
106	Expenditures										
107											
108	Transfers (To)/From										
109	Revenue Requirements			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
110	Operating Fund			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
111	Rate Stabilization Reserve			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
112	Capital Asset Fund			\$0	\$0	\$0	\$0	\$0	\$0	\$0	From Above
113	Subtotal Transfers			\$0	\$0	\$0	\$0	\$0	\$0	\$0	
114	Fund Subtotal			\$8,742,313	\$8,764,169	\$8,786,079	\$8,808,045	\$8,830,065	\$8,852,140		
115	Estimated Interest Earnings (7)			\$21,856	\$21,910	\$21,965	\$22,020	\$22,075	\$22,130		
116	Ending Balance			\$8,742,313	\$8,764,169	\$8,786,079	\$8,808,045	\$8,830,065	\$8,852,140	\$8,874,270	
117											
118	OPEB/PERS Unfunded Liabilities (not included in Fund Balance graph)										
119	Beginning Balance			\$2,036,722	\$2,077,456	\$2,119,005	\$1,141,385	\$654,213	\$667,297		
120	Transfers (To)/From										
121	Revenue Requirements			\$0	\$0	\$0	\$0	\$0	\$0	\$0	From Table 2
122	Additional Liability Payment			(2,600,000)	(1,000,000)	(1,000,000)	(500,000)	-	-	-	
123	Operating Fund			\$2,600,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	From Above
124	Subtotal Transfers			\$0	\$0	(\$1,000,000)	(\$500,000)	\$0	\$0	\$0	
125	Fund Subtotal			\$2,036,722	\$2,077,456	\$1,119,005	\$641,385	\$654,213	\$667,297		
126	Estimated Interest Earnings			\$40,734	\$41,549	\$22,380	\$12,828	\$13,084	\$13,346		2% earnings per year (District)
127	Ending Balance			\$2,036,722	\$2,077,456	\$2,119,005	\$1,141,385	\$654,213	\$667,297	\$680,643	
128	<i>Unfunded Liability + OPEB Target</i>			<i>2,500,000</i>	<i>1,500,000</i>	<i>500,000</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>-</i>	Per District

	A	B	C	D	E	F	G	H	I	J
1		West Bay Sanitary District								
2		Sewer Rate Study								
3		Table 5. Capital Projects								
4										
5				Budgeted	Projected				Five-Year	
6				FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Subtotal
7		Administration								
8		Corporate Yard Maintenance Building		350,000	-	1,500,000	500,000	-	-	2,000,000
9		Administration Subtotal		350,000	\$0	\$1,500,000	\$500,000	\$0	\$0	2,000,000
10		Collection Facilities								
11		Metal Storage Building		745,550						-
12		FERRF (Levee)		1,000,000	6,000,000	6,000,000	2,000,000	0	-	14,000,000
13		FEF		500,000	500,000	500,000	500,000	500,000	500,000	2,500,000
14		Collection Facilities Subtotal		\$2,245,550	\$6,500,000	\$6,500,000	\$2,500,000	\$500,000	\$500,000	16,500,000
15		Equipment Replacement								
16		Large Diameter Trunkline Cleaning & CCTV		-	-	-	-	-	-	-
17		Equipment Replacement Subtotal		\$0	\$0	\$0	\$0	\$0	\$0	\$0
18		Pipe Replacement and Rehabilitation								
19		Pump Station Miscellaneous		-	-	200,000	-	200,000	-	400,000
20		Bay Road North		3,000,000	-	-	-	-	-	-
21		Gilbert		500,000	-	-	1,500,000	-	-	1,500,000
22		Atherton Civic Center		800,000	-	-	-	-	-	-
23		Isabella		500,000	-	-	-	-	-	-
24		Willow Road PS - Piping		-	200,000	-	-	-	-	200,000
25		Santa Margarita		-	-	-	700,000	-	-	700,000
26		Camino al Lago		-	-	-	1,155,000	-	-	1,155,000
27		Santa Cruz		-	-	-	-	-	700,000	700,000
28		Avy		-	-	-	175,000	-	-	175,000
29		Vine		-	-	-	770,000	-	-	770,000
30		Marsh Road CIPP (Remaining)		-	-	-	1,125,000	-	-	1,125,000
31		Westminster		-	-	-	-	5,000,000	-	5,000,000
32		Stowe Lane Pump Station		-	-	-	-	-	1,300,000	1,300,000
33		Stowe Lane PS xcrossing SFPUC sag		-	-	-	-	-	297,500	297,500
34		ECR @ Glenwood		-	-	-	-	-	500,000	500,000
35		University		-	-	-	-	1,800,000	4,600,000	6,400,000
36		Alameda Campo Bello to Harrison (Bad Soil)		-	-	-	-	-	-	-
37		Hermosa		-	-	-	-	-	-	-
38		Santa Cruz		-	-	-	-	-	-	-
39		College Park		-	-	-	-	-	-	-
40		Downtown		-	-	-	-	-	-	-
41		Flood Park		-	-	-	-	-	-	-
42		East Palo Alto		-	-	-	-	-	-	-
43		Menalto Easements		-	-	-	-	-	-	-
44		Lorelei		-	-	-	-	-	-	-
45		Sharon Heights (Basin 60)		-	-	-	-	-	-	-

	A	B	C	D	E	F	G	H	I	J
1		West Bay Sanitary District								
2		Sewer Rate Study								
3		Table 5. Capital Projects								
4										
5				Budgeted	Projected			Five-Year		
6				FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Subtotal
46		Walsh (Basin 50)		-	-	-	-	-	-	-
47		Weekend Acres/SLAC (Basin 40)		-	-	-	-	-	-	-
48		Encinal A		-	-	-	-	-	-	-
49		Ladera (Basin 30)		-	-	-	-	-	-	-
50		Portola Valley (Basin 10)		-	-	-	-	-	-	-
51		Los Trancos (Basin 20)		-	-	-	-	-	-	-
52		101 Crossing (SD xcrossing)		-	-	-	-	-	-	-
53		Stevenson		-	-	-	-	-	-	-
54		MacBain		-	-	-	400,000	-	-	400,000
55		Elena		-	-	-	-	-	-	-
56		Fair Oaks		-	-	-	-	-	-	-
57		Encinal B		-	-	-	-	-	-	-
58		Berkeley		-	-	-	-	-	-	-
59		Bedwell Park Entrance		-	1,000,000	-	-	-	-	1,000,000
60		Pipe Replacement and Rehabilitation Subtotal		4,800,000	1,200,000	200,000	5,825,000	7,000,000	7,397,500	21,622,500
61		Capacity								
62		Lower Ringwood		1,500,000	-	-	-	-	-	-
63		Valparaiso		-	-	-	-	-	-	-
64		Willow Gravity Main		-	-	-	-	-	-	-
65		Upper Ringwood		-	-	-	-	-	-	-
66		Santa Cruz Avy		-	-	-	-	-	-	-
67		Cambridge Laurel		-	-	-	-	-	-	-
68		Middlefield at Fair Oaks		-	-	-	-	-	-	-
69		Capacity Subtotal		\$1,500,000	\$0	\$0	\$0	\$0	\$0	\$0
70		Other								
71		Construction Projects Environmental Review		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
72		Manhole Raising		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
73		Allow for Unanticipated Cap Exp		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
74		Other Subtotal		\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$210,000	\$1,050,000
75										
76		Total Capital Expenses		\$9,105,550	\$7,910,000	\$8,410,000	\$9,035,000	\$7,710,000	\$8,107,500	\$41,172,500
77		Less: Connection Fee Revenue		(\$250,000)	(\$505,087)	(\$505,087)	(\$505,087)	(\$505,087)	(\$505,087)	(\$2,525,435)
78		Net PAYGo Capital Expenses		\$8,855,550	\$7,404,913	\$7,904,913	\$8,529,913	\$7,204,913	\$7,602,413	\$38,647,065
79		to be paid by Rates								
79							5-year CIP Average:		\$7,729,413	
80										

	A	B	C	D	E	F	G	H
1	West Bay Sanitary District							
2	Sewer Rate Study							
3	Table 6. WBSD Service							
4								
5		Budgeted			Projected			
6		FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Notes
7	Debt Coverage Ratio							
8	Revenue Sources							
9	Sewer Service Charges	\$31,170,630	\$31,316,798	\$32,584,121	\$33,894,576	\$34,852,955	\$35,826,455	From Table 3
10	Flow Equalization Cost Sharing	\$365,184	\$376,140	\$387,424	\$399,046	\$0	\$0	From Table 2
11	Permit & Inspection Fees	\$100,000	\$101,000	\$102,010	\$103,030	\$104,060	\$105,101	From Table 2
12	Other Operating Revenue (Los Altos Hills, Woodside)	\$350,000	\$360,500	\$371,315	\$382,454	\$393,928	\$405,746	From Table 2
13	Other Non-Operating Income (excl. interest)	\$1,000	\$1,010	\$1,020	\$1,030	\$1,041	\$1,051	From Table 2
14	Sharon Heights SRF	\$675,541	\$675,541	\$675,541	\$675,541	\$675,541	\$675,541	From FY 2020-21 Budget
15	Connection fees	\$250,000	\$505,087	\$505,087	\$505,087	\$505,087	\$505,087	From Table 5
16	Investment Interest	\$113,553	\$113,237	\$115,272	\$112,787	\$111,978	\$110,705	
17	Subtotal	\$33,025,908	\$33,449,312	\$34,741,790	\$36,073,553	\$36,644,590	\$37,629,686	
18								
19	Operating Expenses							
20	SVCW Operating Expenses	(\$6,883,538)	(\$7,090,044)	(\$7,302,746)	(\$7,521,828)	(\$7,747,483)	(\$7,979,907)	From Table 2
21	SVCW Operating Expenses due to growth	\$0	(\$26,423)	(\$53,538)	(\$81,362)	(\$109,916)	(\$139,219)	
22	WBSD Operating Expenses	(\$9,732,677)	(\$10,079,668)	(\$10,555,124)	(\$10,922,728)	(\$11,449,449)	(\$11,831,901)	
23	Subtotal	(\$16,616,215)	(\$17,196,135)	(\$17,911,408)	(\$18,525,918)	(\$19,306,848)	(\$19,951,027)	
24								
25	Net Revenue	<u>\$16,409,693</u>	<u>\$16,253,178</u>	<u>\$16,830,382</u>	<u>\$17,547,634</u>	<u>\$17,337,742</u>	<u>\$17,678,660</u>	
26								
27	Debt Service							
28	SVCW Debt Service							
29	2014 Bond (\$55 million)	\$1,145,480	\$0	\$0	\$0	\$0	\$0	From Table 2
30	2015 Bond (\$60 million)	\$1,610,500	\$0	\$0	\$0	\$0	\$0	From Table 2
31	2018 Bond	\$1,837,713	\$1,839,213	\$1,834,338	\$1,837,963	\$1,834,963	\$1,835,338	From Table 2
32	2020 Refunding Bonds (New)	\$0	\$2,845,087	\$2,848,607	\$2,840,584	\$2,848,749	\$2,842,521	From Table 2
33	Fixed-Rate Bond Issue #1	\$0	\$0	\$0	\$0	\$302,594	\$302,594	From Table 2
34	Existing SRF	\$506,765	\$726,842	\$726,842	\$726,842	\$726,842	\$726,842	From Table 2
35	SRF for Conveyance Planning	\$0	\$409,614	\$409,614	\$409,614	\$409,614	\$409,614	From Table 2
36	New SRF Loan(s)	\$0	\$0	\$0	\$1,774,308	\$1,774,308	\$1,774,308	From Table 2
37	New WIFIA Loan(s)	\$0	\$0	\$0	\$0	\$0	\$0	From Table 2
38	Subtotal	\$5,100,457	\$5,820,756	\$5,819,401	\$7,589,310	\$7,897,069	\$7,891,216	
39	Sharon Heights SRF	\$675,541	\$675,541	\$675,541	\$675,541	\$675,541	\$675,541	
40	Total Debt Service	\$5,775,998	\$6,496,297	\$6,494,942	\$8,264,851	\$8,572,610	\$8,566,757	
41								
42								
43	Debt coverage ratio	2.84	2.50	2.59	2.12	2.02	2.06	
44								



WEST BAY SANITARY DISTRICT

PUBLIC HEARING ON PROPOSED INCREASE IN SEWER SERVICE CHARGES April 28, 2021

(Please Share This Information with Tenants)

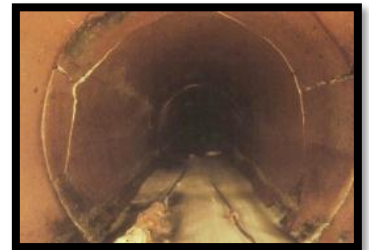


The West Bay Sanitary District provides sewer service to approximately 55,000 customers in areas of Menlo Park, Atherton, Portola Valley, East Palo Alto, Woodside, and Unincorporated San Mateo and Santa Clara Counties. The District, established in 1902, owns and operates more than 200 miles of main line sewers and 13 pumping stations throughout the service area. The District's sewer system is aging. In order to meet our goal of providing safe, reliable service to our customers, the District proposes a sewer service rate change effective July 1, 2021, through the annual property tax bill beginning in November 2021.

In order to ensure proper maintenance of the collection system and proper connections to the system, the District employs 30 people. The District's fiscal year begins on July 1 and ends on June 30 of the following year. Customers are billed annually on the San Mateo County tax rolls.

Collection System Infrastructure Replacements

Since 2010, the District has been committed to a system-wide rehabilitation and replacement infrastructure program. The District's goal is to proactively replace the entire 210-mile sewer system before it reaches the end of its useful life. More than half of the District's sewer lines are in excess of 50 years old. These older lines often experience heavy root intrusion, corrosion, and local failures. Gaps in the pipeline system admit groundwater during wet weather; this additional water floods the system and, if severe, could result in overflows from the existing system manholes. During heavy storm events the regional plant relies on the Flow Equalization Facility (FEF) behind Bedwell Park in Menlo Park, to store raw wastewater until it can be treated at the regional plant. The levee around the FEF must be raised to protect the site and the San Francisco Bay from contamination. The additional rain and groundwater increases the flows that need treatment at the regional treatment plant (see below). The estimated cost of this infrastructure program is approximately \$7.9 million annually, which has increased significantly in recent years as construction costs continue to rise at a rate greater than inflation.



Cracked Clay Sewer Pipe

In addition, the District has implemented an aggressive preventive maintenance program in accordance with guidelines established by the State Water Resources Control Board. In order to continue to fund these sewer system operations and infrastructure improvements on a pay-as-you-go basis, which ultimately keeps costs down for the ratepayers, the sewer service charge must be increased slightly in fiscal year 2021/22.

SVCW Treatment Plant Improvements

The District sends wastewater north to the Silicon Valley Clean Water (SVCW) Wastewater Treatment Plant, located in Redwood Shores. The SVCW facility also treats wastewater from Redwood City, San Carlos, and Belmont. The District's share of operating costs for SVCW are approximately \$7M per year. In addition, in 2008, SVCW began a significant program to plan, design, and construct over \$931 million in capital improvement projects through 2030. These projects replace aging facilities and enable the treatment plant to meet more stringent wastewater permit requirements. The cost of funding the District's portion of these critical projects must be incorporated in the sewer rates, and are defined as a separate wastewater component of the rates. This cost represents a large majority of the required sewer service charge increase.

Proposed Rates

A sewer service charge rate study, completed by the District's rate consultant, HF&H Consultants (HF&H), found District rates need to increase to cover operating and capital expenses for fiscal year 2020/21. A cost-of-service analysis was completed in February 2021 to ensure each customer class's proportionate share of the District's costs was accurate. Residential and Commercial/Industrial rates are proposed to increase by 2.5%.

Approximately 80 homes in the Portola Valley area (located within the On-Site Wastewater Disposal Zone) pay higher charges for the maintenance of the STEP or Grinder Sewer Collection Systems that they require. The District currently charges an additional \$470 annually to maintain these collection systems. Based on the 2020 study, the current cost of service per account exceeded the fiscal year 2019/20 charge by \$599. To realign charges with the cost of service, charges for the maintenance of the STEP/Grinder Sewer Collection Systems are proposed to increase annually over five fiscal years. For fiscal year 2021/22, the second of five years, the proposed STEP/Grinder Sewer Collection System charge is \$620, an increase of \$150.

Non-residential customers pay charges based on their metered water use from the prior twelve months (measured in CCF or hundred cubic feet). Each non-residential charge is the product of the customer's flow multiplied by the rate corresponding to the customer's class. Industrial customers are billed based on each customer's prior annual flow and the strength of the customer's wastewater based on sampling data.

Summary of Current and Proposed Rates

	Current FY 2020/21	Proposed FY 2021/22
Residential (per Dwelling Unit)		
Single Family, Multi-Family	\$1,224	\$1,255
On-site Wastewater Disposal Zone	\$1,694	\$1,875
Commercial (per CCF)		
Retail/Commercial	\$9.86	\$10.11
Institution/Public	\$9.24	\$9.47
Restaurants	\$20.78	\$21.30
Supermarkets with Grinders	\$21.01	\$21.54
Hospitals	\$10.20	\$10.46
Hotels with Dining Facilities	\$16.78	\$17.20
Industrial		
Flow rate (per CCF)	\$7.28	\$7.46
BOD (per pound)	\$1.28	\$1.31
TSS (per pound)	\$1.46	\$1.50

Single-Family Rate Breakdown

Component	Current	Proposed (per dwelling unit) FY2020/21
Collection	\$702 (57%)	\$691
Treatment	\$522 (43%)	\$564
Total	\$1,224	\$ 1,255

Fairness Principle

Customers pay only for the proportional cost of their service. The proposed rate increase will provide funds to pay for the District's planned operational costs, capital improvements through June of 2022 (including engineering, administrative, and implementation costs.) The proposed rate increase will also cover the ongoing SVCW Operations & Maintenance costs, as well as, repay the District's share of principal and interest on SVCW loans and bonds, for their capital construction during this period.



SVCW Regional Treatment Plant

Emergency Service

The District provides 24-hour emergency service. We recommend that you always contact the District in the event that you are having a problem with your sewer pipelines. District Emergency Response crews will check the main line sewer to ensure that it is flowing correctly, and will advise you if the problem is located in the portion of the sewer from the main line to your home (this portion is your private sewer lateral).

If your property does not have a conforming cleanout (which looks like a 4-inch capped pipe near the street or near your home), it is recommended that you install one. The District will provide a courtesy cleaning, if a home or business has a conforming cleaning out. A permit must be obtained from the District office. All new installations require conforming cleanouts. Please visit our website for more information.

www.westbaysanitary.org



West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3427

Important Information – Notice of Public Hearing
Wednesday, April 28, 2021 at 7:00 p.m.

Presorted
First Class
U.S. Postage
Paid
San Bruno, CA
Permit No. 655



WEST BAY SANITARY DISTRICT

NOTICE OF PUBLIC HEARING

Notice is given that the Board of Directors of West Bay Sanitary District will conduct a Regular Meeting and Public Hearing on **Wednesday evening, April 28, 2021 at 7:00 p.m.**

The location of the meeting: West Bay Sanitary District
Ronald W. Shepherd Administration Building
500 Laurel Street
Menlo Park, California 94025 or by Zoom or Telephone
<https://zoom.us/j/98246432426?pwd=TTF4aFZlazZjT2dyc0ZlZXUxRTZzdz09> Meeting ID: 982 4643 2426
Passcode: 162687 or telephone 669-900-6833 Meeting ID: 982 4643 2426 Passcode: 162687

The purpose of the Public Hearing will be to consider a proposed increase in Sewer Service Charge fees for all District customers, for fiscal year 2021/22. At the Public Hearing, any interested persons may address the District Board. The proposed rates are \$ 1,255 per Single Family Residence for fiscal year 2021/22, which is a \$31 increase from fiscal year 2020/21. For customers in the On-Site Wastewater Disposal Zone, the proposed rates are \$1,875 for fiscal year 2021/22, which is a \$181 increase from fiscal year 2020/21. Proposed rates for Commercial or Industrial Customers are set forth on Page One of this Notice.

If you wish to file a written protest, please send a letter in a sealed envelope to the address above. Your letter must identify the real property you own or rent by street address and assessor's parcel number (APN). Your letter must be legibly signed by any one of the current property owners or ratepayers of record. The District must receive your letter in a sealed envelope by 4:00 p.m. on April 28, 2021, or it must be presented at the District Board meeting on April 28, 2021 prior to the close of the public hearing. Any person interested, including all sanitary sewer customers of the West Bay Sanitary District, may appear at the public hearing and be heard on any matter related to the proposed increase in rates. At the public hearing, the agency shall consider all written protests against the proposed fees. If written protests against the proposed fees are presented by a majority of District customers, the District shall not adjust the fees. 3-47

MAR 17 2021

West Bay Sanitary District

From: CPED LLC

Date: March 15, 2021

Ref: Lot 2- 724-726

Oak Grove AVE

Menlo Park, CA 94025

Parcel # 112-170-120

To: West Bay Sanitary District
Administration Building
500 Laurel St
Menlo Park, CA 94025

This is to protest any increase in Sewer Service charges. It is a bad time to increase any charges at a time of Corona Virus affecting all businesses and customers.

Thank you for your consideration.

owner: ISAH QUBAINSignature: 

Apr 8, 2021

160 Forest Lane
Menlo Park, CA 94025
APN: 060-343-370

Received

APR 12 2021

West Bay Sanitary District

West Bay Sanitary District
Board of Directors

Re: Oppose proposed Sewer Service Charge increase

Dear Board Members,

I am opposed to the proposed Sewer Service Charge increase for Single Family Residences for fiscal year 2021/22.

I see no convincing argument for increased charges to residents. I would expect the District to fund their increased budget from other sources or to cut costs.

Best regards,


Susan C Neville

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4**

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Consideration to Approve a General Regulation Amending the Code of General Regulations and Establishing Sewer Service Charges for Fiscal Year 2021/22

Following the Public Hearing, the Board is asked to consider and approve the attached General Regulation establishing sewer service fees to be charged for fiscal year 2021/22.

WEST BAY SANITARY DISTRICT

GENERAL REGULATION NO. _____

A GENERAL REGULATION AMENDING GENERAL REGULATION NO. 58 "A GENERAL REGULATION ADOPTING CODE OF GENERAL REGULATIONS"

BE IT ORDAINED AND ENACTED BY THE District Board of West Bay Sanitary District that General Regulation No. 58, "A General Regulation Adopting Code of General Regulations," passed and approved on November 27, 1982, as heretofore amended, is hereby further amended as follows:

Section 1.

Article IX, Section 900 (03) (A) and (B) are hereby amended in their entirety to read as follows:

(03) Residential Customers Sewer Service Charge.

(A) Residential Customers Rate.

The flat rate sewer service charge for fiscal year July 1, 2021 through June 30, 2022 for residential customers shall be One Thousand Two Hundred Fifty-Five dollars and no cents (\$1,255.00) per Single Family Residence.

(B) Septic Tank Effluent Pumping System and Grinder Pump System (STEP/Grinder System) Residential Customers Rate included in the On-Site Wastewater Disposal Zone (OWDZ).

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2021 through June 30, 2022 shall be One Thousand Eight Hundred Seventy-Five Dollars and no cents (\$1,875.00) per Single Family Residence.

Section 2.

Article IX, Section 900 (04) (A), (AB), (AC), (AD), and (D) are hereby amended in their entirety to read as follows:

(04) Non-Residential Customers Sewer Service Charge.

(A) The rates for customers in the non-residential category for fiscal year July 1, 2021 through June 30, 2022 shall be computed on the basis of:

(1) A flow rate charge of \$7.46 per hundred cubic feet of metered water consumption in accordance with the formula set forth for non-residential customers, **PROVIDED** that District may make adjustments where it appears to District that water consumption is not a reasonably accurate measure of wastewater discharge.

(2) A biochemical oxygen demand rate of \$1.31 per pound per hundred cubic feet of water consumption; and,

(3) A suspended solids loading rate of \$1.50 per pound per hundred cubic feet of water consumption.

(D) STEP/Grinder System Non-Residential Customer Rate (Non-Residential Customers included in the On-Site Wastewater Disposal Zone – OWDZ).

The sewer service charge for non-residential customers served by a Septic Tank Effluent Pumping System or Grinder Pump System for fiscal year July 1, 2021 through June 30, 2022 shall be One Thousand Eight Hundred Seventy-Five Dollars and no cents (\$1,875.00) for each 200 gallons per day, average annual daily flow rate, discharged to the District's sewer system.

Section 3.

In accordance with the California Environmental Quality Act ("CEQA") Public Resources Code Sec. 2100 et seq., and the regulations promulgated pursuant to CEQA, the District Board finds that this Regulation establishes rates and/or charges for the purpose of meeting operating expenses of the District, meeting financial reserves needs and requirements of the District, and obtaining funds for capital projects which are necessary to maintain services within existing sewer service areas in the District.

Passed and approved by the District Board of the West Bay Sanitary District on April 28, 2021 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

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

Subject: *Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Murphy (30 Cheyenne Point, Portola Valley)*

Background

On March 10, 2021, the Board adopted a Resolution of intention to annex the parcel referenced above to the District's On-Site Wastewater Disposal Zone. The Public Hearing date was established as April 28, 2021.

Analysis

The District's ***Master Resolution Governing Annexations of Territory to the West Bay Sanitary District On-Site Disposal Zone*** states: "Pursuant to Section 6959 of the Health and Safety Code, the date of the Public Hearing shall be commenced no less than 45 days nor more than 60 days from the date of adoption of the Resolution of Intention, and the Public Hearing shall be completed no more than 90 days after the first day of the hearing."

In accordance with Section 6960, and 6960.1 of the same code, reviews and reports of findings are required of both the County Health Officer and Regional Water Quality Control Board. Additionally, Section 6960.3 of this code requires the review and approval by a local agency formation commission, which has adopted rules and regulations affecting the functions and services of special districts.

The San Mateo County Health Officer has responded by a letter of approval dated April 12, 2021 a copy of which is attached; the San Francisco Bay Regional Water Quality Control Board responded by a letter of approval dated April 9, 2021, a copy of which is attached; and the San Mateo Local Agency Formation Commission has approved per their Resolution No. 1250 dated May 20, 2020, a copy of which is attached.

Fiscal Impact

Property owners have paid all annexation fees and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

The Board is asked to close the Public Hearing following public comment.

Attachments: San Mateo County Health Officer Letter

San Francisco Bay Regional Water Quality Control Board Letter

San Mateo Local Agency Formation Commission Resolution No. 1250



COUNTY OF SAN MATEO

Heather Forshey, MS, REHS
Director

Environmental Health Services
San Mateo County Health
2000 Alameda de las Pulgas
Suite 100
San Mateo, CA 94403
smchealth.org

April 12, 2021

APN 077-242-190

Bill Kitajima
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

Dear Mr. Kitajima:

**SUBJECT: ANNEXATION, 30 CHEYENNE PT, PORTOLA VALLEY,
APN 077-242-190**

Thank you for the April 7, 2021, letter of *Intention to Annex Certain Territory* to District's On-Site Wastewater Disposal Zone for the subject parcel. County Environmental Health has reviewed the letter of intent and has no objection to the annexation of this parcel into the District's on-site wastewater disposal zone. The existing onsite wastewater treatment system(s) (OWTS) must be destroyed under permit with Environmental Health upon connection to the West Bay system.

Should you have any questions, please call me at (650) 372-6279.

Sincerely,

Gregory J. Smith, PG, REHS
Supervisor Water Protection and Land Use Programs

cc: Laura Russell, Planning Director, Town of Portola Valley



April 9, 2021
File: CW-255833

Bill Kitajima (bkitajima@westbaysanitary.org)
Projects & IT Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025-3486

**Approval to Annex Certain Territory (Lands of Murphy) to the West Bay Sanitary District
On-Site Wastewater Disposal Zone: APN: 077-242-190**

Dear Bill Kitajima:

The Regional Water Board hereby approves the annexation of the subject parcel to the On-Site Wastewater Disposal Zone of the West Bay Sanitary District (District). The property owners applied to the District for annexation “for the purpose of obtaining sewer service for a single-family residence.” To connect to existing District sewer facilities, the property owners require a Grinder Pump System that the District must maintain. Therefore, this parcel must be annexed into the District's disposal zone.

The Regional Water Board's approval is conditional upon the District (1) retaining responsibility for operation and maintenance of the grinder pump system, and (2) ensuring the proper operation and maintenance of the other sewerage facilities serving the parcel. Disposal of sewage onto soils within the disposal zone is not approved.

If you have any questions, please contact me at (510) 622-2407, or via e-mail at gaurav.mittal@waterboards.ca.gov.

Sincerely,



Gaurav Mittal
Water Resource Control Engineer



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 30 Cheyenne Point, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

<u>City or District</u>	<u>Type of Change of Organization</u>
West Bay Sanitary District	Annexation

3. The above-listed cities and/or districts are located within the following counties: San Mateo County only.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on May 20, 2020 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 1250, adopted on May 20, 2020.

Dated: December 29, 2020

Martha Poyatos
Executive Officer

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

ALTERNATES: KATI MARTIN, SPECIAL DISTRICT • VACANT, CITY • JAMES O'NEILL, PUBLIC • DAVE PINE, COUNTY
MARTHA POYATOS, EXECUTIVE OFFICER • REBECCA ARCHER, LEGAL COUNSEL • ROB BARTOLI, MANAGEMENT

STAFF: ANALYST • ANGELA MONTES, CLERK

RESOLUTION NO. 1250

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 20-04 -
ANNEXATION OF 30 CHEYENNE POINT, PORTOLA VALLEY
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS
AND ORDERING SAID ANNEXATION
AND SUBSEQUENT ANNEXATION TO THE 'ZONE'**

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

EXHIBIT B PAGE 1 OF 3

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) exempt 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 acre, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 30 Cheyenne Point, 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 May 2020.

Ayes and in favor of said resolution:

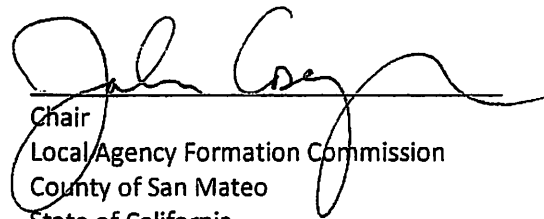
Commissioners: Ann Draper
Rich Garbarino
Don Horsley
Ric Lohman
Mike O'Neill
Warren Slocum
Joshua Cosgrove, Chair

Noes and against said resolution:

None

Commissioners Absent and/or Abstentions:

Commissioners: None


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

ATTEST:



Executive Officer
Local Agency Formation Commission

Date: 12-29-20

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

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

EXHIBIT B PAGE 3 OF 3

Wade Hammond
Civil Engineering and Land Surveying
36660 Newark Blvd. Suite C
Newark, CA 94560 Tel: 510-579-6112
wade@whlandsurveyor.com www.wadehammondpls.com

EXHIBIT A

11-25-2020

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 12, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NUMBER 814 ARROWHEAD MEADOWS UNIT NUMBER 6 BEING A PORTION OF THE RANCHO EL CORTE MADERA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON NOVEMBER 29, 1963 IN BOOK 59 OF MAPS AT PAGE(S) 18 AND 19. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE RIGHT-OF-WAY LINE OF CHEYENNE POINT AS SHOWN ON SAID MAP; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12

(1) SOUTH 37°55'00"EAST A DISTANCE OF 233.27 FEET;

TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12

(2) SOUTH 57°21'36"WEST A DISTANCE OF 181.19 FEET;

TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE ALONG THE WESTERLY LINE OF SAID LOT 12

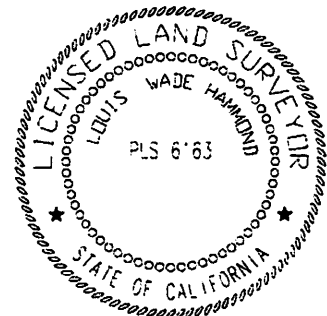
(3) NORTH 45°26'28"WEST A DISTANCE OF 215.23 FEET;

TO THE NORTHWEST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE RIGHT-OF-WAY LINE OF CHEYENNE POINT AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 12

(4) IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 375.00 FEET, HAVING A CHORD BEARING OF NORTH 48°19'16"EAST AND A CHORD DISTANCE OF 49.21 FEET, HAVING A CENTRAL ANGLE OF 07°31'28" AND AN ARC LENGTH OF 49.25 FEET; THENCE (5) NORTH 52°05'00"EAST A DISTANCE OF 159.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 43629 SQUARE FEET OR 1.002 ACRES MORE OR LESS.
END OF DESCRIPTION

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.



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

EXHIBIT A PAGE 1 OF 2

Wade Hammond

SCALE: 1"=50'
11-25-2020

EXHIBIT "B"

CHEYENNE POINT

159.50'

N52°05'00"E P.O.B.

4

L=49.25' R=375.00'
D=7°31'28"

215.23'
N45°26'28"W

3

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

EXHIBIT A PAGE 2 OF 2

???
1.002 ACRES
43629 SQ. FT.

N57°21'36"E
181.19'

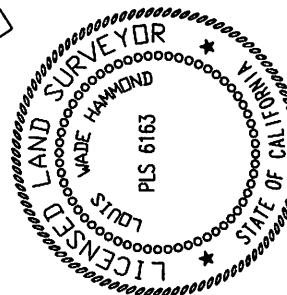
2

S37°55'00"E
233.27'

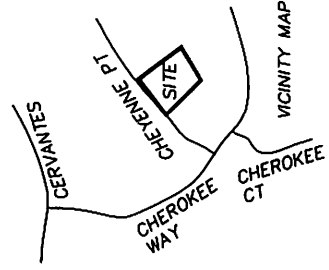
1

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 A BASIS FOR AND
OFFER FOR SALE OF THE LAND
DESCRIBED.

North: 7337.5356' East: 5601.0044'
Segment #1 : Line
Course: S37° 55' 00"E Length: 233.27'
North: 7153.5077' East: 5744.3523'
Segment #2 : Line
Course: S57° 21' 36"W Length: 181.19'
North: 7055.7812' East: 5591.7765'
Segment #3 : Line
Course: N45° 26' 28"W Length: 215.23'
North: 7206.7956' East: 5438.4188'
End North: 7206.7981' East: 5438.4199'
Segment #4 : Curve
Length: 49.25' Radius: 375.00'
Delta: 7° 31' 28" Tangent: 24.66'
Chord: 49.21' Course: N48° 19' 16"E
Course In: S45° 26' 28"E Course Out: N37° 55' 00"W
RP North: 6943.6823' East: 5705.6185'
End North: 7239.5205' East: 5475.1740'
Segment #5 : Line
Course: N52° 05' 00"E Length: 159.50'
North: 7337.5356' East: 5601.0044'
Area: 43629 Sq. Ft.



Wade Hammond



PROPOSED ANNEXATION OF 30 CHEYENNE
POINT (APN: 077-242-190) INTO THE WEST
BAY SANITARY DISTRICT AND ON-SITE
WASTEWATER DISPOSAL ZONE

I. Wade Hammond
Licensed Land Surveyor No. 6163
36660 Newark Blvd., Suite C
Newark, California 94560
Tel: (510) 579-6112 wade@whlandsurveyor.com
PAGE 2 OF 2



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

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

Subject: Consideration of Adopting Resolution Ordering Annexation of Certain Parcels in the Territory of West Bay Sanitary District to the West Bay Sanitary District's On-Site Wastewater Disposal Zone Including Certain Determinations, Findings and Declarations of the District Board – Lands of Murphy (30 Cheyenne Point, Portola Valley)

Background

This property will utilize a Grinder system; consequently this property must be annexed into the District's On-Site Wastewater Disposal Zone. The proponent shall be required to connect to the existing force main along Cheyenne Point.

Analysis

Following the Public Hearing to annex certain territory to the District's On-Site Wastewater Disposal Zone, the attached resolution would formally complete the annexation of the referenced Lands of Murphy.

Fiscal Impact

Property owners have paid all annexation fees and the fiscal impact would be additional sewer service charge revenue to the District once the parcel is connected.

Recommendation

Subject to the final review by legal counsel and the findings of the resolution holding true through the public hearing (i.e., protests by less than 35 percent of the voters and landholders), it is recommended by the Projects & IT Manager that the Board adopt the resolution as drafted.

Attachment: Resolution _____ (2021), Map, Legal/Geographic Description

WEST BAY SANITARY DISTRICT

RESOLUTION NO. _____ (2021)

RESOLUTION ORDERING ANNEXATION OF CERTAIN TERRITORY OF WEST BAY SANITARY DISTRICT TO THE WEST BAY SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE INCLUDING CERTAIN DETERMINATIONS, FINDINGS AND DECLARATIONS OF THE DISTRICT BOARD (LANDS OF MURPHY)

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

(a) The proceedings, which are the subject of the Resolution, are undertaken pursuant to Chapter 3 of Part 2 of Division 5 (commencing with Section 6950) of the California Health & Safety ("H & S") Code having to do with the formation of, and annexations to, on-site wastewater disposal zones.

(b) On March 10, 2021 the District Board approved and adopted Resolution No. 2238 (2021), "RESOLUTION OF INTENTION TO ANNEX CERTAIN TERRITORY TO THE WEST BAY SANITARY DISTRICT ON-SITE WASTEWATER DISPOSAL ZONE." Among other things, Resolution No. 2238 (2021) described the area to be annexed to the zone, the name and address of the applicant and the number, type, volume and location of on-site wastewater disposal systems proposed.

(c) Pursuant to Resolution No. 2238 (2021), a public hearing was noticed in the manner required by H&S § 6958. The public hearing was commenced on April 28, 2021 and closed on April 28, 2021.

(d) Prior to the close of the hearing, the District Board received and considered reports from the following public officials and agencies as required by law:

- i. From the Public Health and Environmental Protection Division, Health Services Agency of the County of San Mateo, a letter dated April 12, 2021, constituting the report of the local health officer specifying the matters required by H & S § 6960.1.
- ii. From the California Regional Water Quality Control Board, San Francisco Bay Region, a letter dated April 9, 2021 constituting the report of the affected regional water quality control board with regard to the matters required by H & S § 6960.1 and approving the proposed plan for wastewater disposal by the affected regional water quality control board required by H & S § 6960.4.
- iii. From San Mateo Local Agency Formation Commission, a letter and resolution by which the commission approved annexation to the District and the District's On-Site Wastewater Disposal Zone.

(e) At all times during the public hearing, the District was prepared to hear and receive any oral or written protests, objections and evidence which might be offered. No oral or written protests, objections or evidence in opposition to the proposal were made, presented or filed at any time. Therefore, pursuant to H & S § 6963, it is determined that written protests filed and not withdrawn prior to the conclusion of the public hearing represented:

- i. Less than 35 percent of the number of voters who reside in the territory to be annexed to the zone; and
- ii. Less than 35 percent of the number of owners of real property in the territory to be annexed to the zone who also own not less than 35 percent of the assessed value of real property in the territory to be annexed to the zone.

(f) The number and types of on-site wastewater disposal systems proposed to be acquired, operated, maintained and monitored in the territory to be annexed to the zone are in conformity with and do not exceed the limitations set forth in the reports referred to (d) i. and ii. above.

(g) The territory proposed for annexation to the zone contains two (2) voters as defined in the Elections Code.

(h) Operation of the zone in the territory to be annexed will not result in land uses that are not consistent with general plans, zoning ordinances or other land use regulations of the Town of Portola Valley, the County of San Mateo or any other affected public agency.

In consideration of the foregoing determinations, findings and declarations,

IT IS RESOLVED by the District Board as follows:

1. The territory described in Exhibit "A" shall be annexed to the West Bay Sanitary District On-Site Wastewater Disposal Zone.
2. This annexation shall be accomplished without an election and confirmation of voters within the area to be annexed shall not be required on the question of such annexation.
3. The exterior boundaries of the annexation shall include the same territory described in Exhibit "A" to Resolution No. 2238 (2021), which Exhibit "A" is attached to this Resolution and incorporated herein by reference.
4. There shall be one on-site wastewater disposal system serving one residential user in the territory to be annexed to the zone, which system the District will either acquire, operate, maintain or monitor, as the case may be, all as set forth in Exhibit "B" to Resolution No. 2238 (2021), which Exhibit "B" is attached to this Resolution and incorporated herein by reference.
5. Operations of the portions of the zone annexed herein shall be financed by a system of fees and charges imposed upon persons who make use of the on-site wastewater disposal system in the territory annexed to the zone. The fees and charges will be structured to take into account the actual costs of operating and administering the zone and the maintenance, repair and replacement of wastewater facilities within the

territory annexed to the zone. The fees and charges will, to the extent applicable, include the cost of transporting zone-generated wastewaters to appropriate wastewater treatment facilities.

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 28th day of April, 2021 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

Attest:

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

Wade Hammond
Civil Engineering and Land Surveying
36660 Newark Blvd. Suite C
Newark, CA 94560 Tel: 510-579-6112
wade@whlandsurveyor.com www.wadehammondpls.com

EXHIBIT A

11-25-2020

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 12, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NUMBER 814 ARROWHEAD MEADOWS UNIT NUMBER 6 BEING A PORTION OF THE RANCHO EL CORTE MADERA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON NOVEMBER 29, 1963 IN BOOK 59 OF MAPS AT PAGE(S) 18 AND 19. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE RIGHT-OF-WAY LINE OF CHEYENNE POINT AS SHOWN ON SAID MAP; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12

(1) SOUTH 37°55'00"EAST A DISTANCE OF 233.27 FEET;

TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12

(2) SOUTH 57°21'36"WEST A DISTANCE OF 181.19 FEET;

TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE ALONG THE WESTERLY LINE OF SAID LOT 12

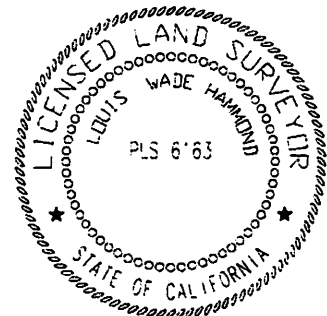
(3) NORTH 45°26'28"WEST A DISTANCE OF 215.23 FEET;

TO THE NORTHWEST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE RIGHT-OF-WAY LINE OF CHEYENNE POINT AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 12

(4) IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 375.00 FEET, HAVING A CHORD BEARING OF NORTH 48°19'16"EAST AND A CHORD DISTANCE OF 49.21 FEET, HAVING A CENTRAL ANGLE OF 07°31'28" AND AN ARC LENGTH OF 49.25 FEET; THENCE (5) NORTH 52°05'00"EAST A DISTANCE OF 159.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 43629 SQUARE FEET OR 1.002 ACRES MORE OR LESS.
END OF DESCRIPTION

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.



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

Wade Hammond

SCALE: 1"=50'
11-25-2020

CHEYENNE POINT
159.50'

N52°05'00"E P.O.B.

L=49.25' R=375.00'
D=7°31'28"

1.002 ACRES
43629 SQ. FT.

215.23'
N45°26'28"W

S37°55'00"E
233.27'

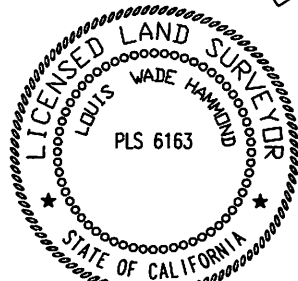
N57°21'36"E
181.19'

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

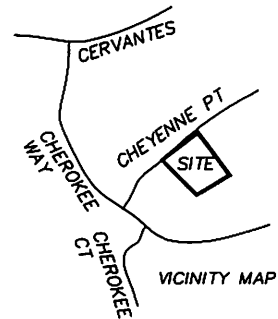
EXHIBIT A PAGE 2 OF 2

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

North: 7337.5356' East: 5601.0044'
Segment #1 : Line
Course: S37° 55' 00"E Length: 233.27'
North: 7153.5077' East: 5744.3523'
Segment #2 : Line
Course: S57° 21' 36"W Length: 181.19'
North: 7055.7812' East: 5591.7765'
Segment #3 : Line
Course: N45° 26' 28"W Length: 215.23'
North: 7206.7956' East: 5438.4188'
End North: 7206.7981' East: 5438.4199'
Segment #4 : Curve
Length: 49.25' Radius: 375.00'
Delta: 7° 31' 28" Tangent: 24.66'
Chord: 49.21' Course: N48° 19' 16"E
Course In: S45° 26' 28"E Course Out: N37° 55' 00"W
RP North: 6943.6823' East: 5705.6185'
End North: 7239.5205' East: 5475.1740'
Segment #5 : Line
Course: N52° 05' 00"E Length: 159.50'
North: 7337.5356' East: 5601.0044'
Area: 43629 Sq. Ft.



Louis Wade Hammond

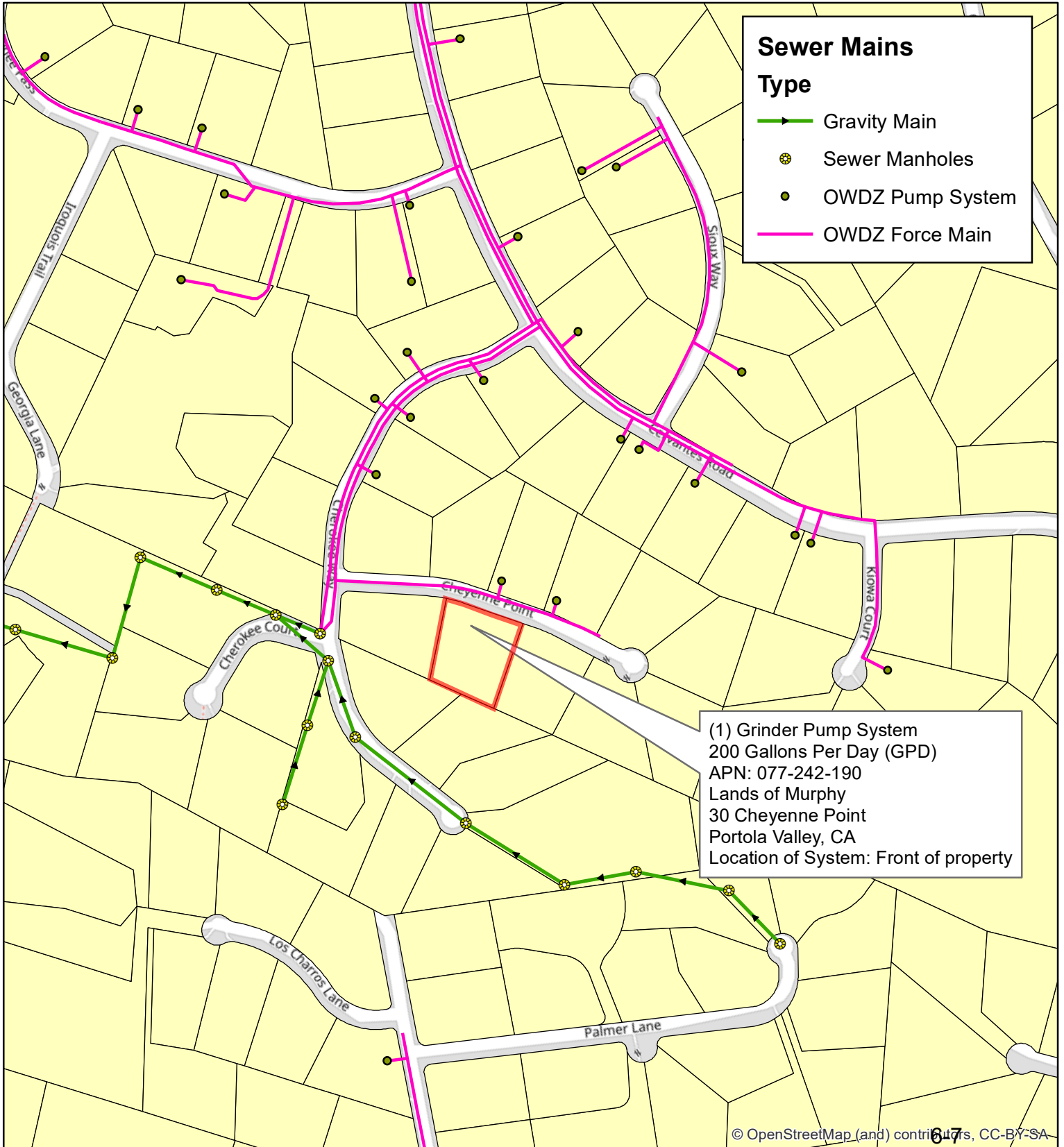


PROPOSED ANNEXATION OF 30 CHEYENNE
POINT (APN:077-242-190) INTO THE WEST
BAY SANITARY DISTRICT AND ON-SITE
WASTEWATER DISPOSAL ZONE

L. Wade Hammond
Licensed Land Surveyor No. 6163
36660 Newark Blvd. Suite C
Newark, California 94560
Tel: (510) 579-6112 wade@whlandsurveyor.com
PAGE 2 OF 2



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
30 CHEYENNE POINT
PORTOLA VALLEY, CA
GRINDER SYSTEM



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1902 - Serving Our Community for over 115 Years - 2021

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, APRIL 14, 2021 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: None

STAFF MEMBERS PRESENT: Ramirez, Condotti by Zoom

Others Present: Vivian Housen – Housen & Associates, Court Skinner - Public Works City of East Palo Alto, Victoria Wong with Mid-Pen Housing.

2. Communications from the Public: None.

3. Consent Calendar

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

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Comments: None.

- A. Approval of Minutes for Regular meeting March 24, 2021
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru March 31, 2021
- C. WBSD Operations and Maintenance Report – March 2021
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – March 2021
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – March 2021
- F. Consideration to Approve District's Investment Portfolio Reports Including Transactions of Assets Described Therein as of 3/31/21
- G. Consideration of a Resolution of Intention to Annex Certain Territory (4 Navajo Place, Portola Valley) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

4. Consideration to Accept the East Palo Alto Developers Sewer System Capacity Study by V. W. Housen & Associates

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

Comments: Vivian Housen presented the second draft of the capacity study showing updates per the Board's request. The Board discussed the possibility of annexing certain territories if it would help East Palo Alto Sanitary District. Victoria Wong, Project Manager with Mid-Pen Housing thanked the Board for entertaining the possibility of serving their project. Director Moritz questioned V.W. Housen & Associates on the conceptual cost of construction and asked if they could easily be doubled. Ms. Housen responded with, yes they could when going out to actual construction.

5. District Manager's Report

Comments: District Manager Ramirez reported that the Investment Policy and Personnel Policy updates are under review and will be ready for Board consideration later in April or early May. He reported that there appears to be about a \$2M shortage in Commercial Revenue for FY 21/22 due to lower commercial flows because of the COVID-19 pandemic. He also reported, Aztec Consultants now has a building permit for the metal storage building at FERFF.

1) Administrative:

- a. Personnel Policy is being updated and should be ready by the April 28th meeting.
- b. Housen and Associates will have a draft EPA Sewer System Capacity Study.
- c. District Manager is working with the Office Manager to reorganize the Administrative Staff to provide admin support to all department heads.

2) Finance:

- a. The Finance Advisory Committee met to review the new Purchasing Policy. The Purchasing Policy will be brought to the full Board for approval on April 14, 2021.
- b. Staff has been working on the draft Budget for FY2021/22. Commercial Revenue will be \$2M dollars less than the prior year due to the COVID-19 Stay at Home Order.
- c. Sewer Service Charge 218 Notice were mailed by March 10th. The 218 Public Hearing will be held on April 28, 2021.

3) CIP & IT Projects:

a. Levee Improvement Project:

- i. The comment letter to the Bayfront Environmental Impact Review have been delivered. The anticipated date for the final EIR should be by early May.
- ii. District Manager Ramirez has been working with SCWA on a Fish and Wildlife grant opportunities to help fund the Levee Improvement Project. A preliminary application has been submitted asking for approximately \$5,000,000 in grant funding towards the Levee Improvement Project. The SCWA requires a 50% match minimum.

b. Construction Capital Improvement Program (CIP)

- i. Staff has obtained a Building Permit from the City of Menlo Park for the Aztec Building at the Flow Equalization Facility. Unfortunately, due to Menlo Park requirements and recent construction cost inflation, change orders will be

necessary. The IT & Project's Manager are doing their best to mitigate those change orders.

- ii. Precision Pipeline has begun construction work on this year's CIP project. The first construction site was on Gilbert Ave. in Menlo Park. They are currently working on easement pipelines off of Van Buren Road in Menlo Park.
- iii. Freyer & Laureta is working on the Bay Front Improvement projects including the Influent Pump Station. They are also working on other grant opportunities.

4) **Operations and Maintenance:**

a. **Collection System:**

- i. The new Unit 208 Service Truck is on the road. Staff is looking for feedback on the new unit messaging.

b. **Training:**

- i. California Water Environment Association (CWEA) certification is continued to be endorsed by Management Staff.
- ii. Twenty two of the twenty four maintenance staff are now certified in CWEA Collection System Maintenance.

5) **Water Quality:**

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

- i. There may be a need, in the near future, to restate each party's respective roles according the Long Term Agreement (LTA). As of late, SHGCC has been advocating to sell the recycled water to other users. SHGCC has been made aware by the District Manager that the Recycled Water Plant in owned and operated by West Bay and new users must be advocated by West Bay and not SHGCC.
- ii. The recycled water plant has been operating well. The golf course pond is full, however, Staff is regularly asking SHGCC to better predict their water requirements.
- iii. The first Annual Report is due to the State by late April 2021. Water Quality staff would like support in generating the District's first report. Staff reached out to Silicon Valley Clean Water for support, however, their Staff suggested the District reach out to the City of Redwood City because they do not produce such report. The Water Quality Manager and District Manager recommend the District enter into an agreement with West Yost for support services for an amount not to exceed \$10,000.00. The amount is approved in the professional support services budget for FY2021/22.

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

- i. Environmental Impact Report (EIR) could be certified by late April/ early May 2021.
- ii. The Recycled Water Team met with the Recycled Water Ad Hoc Committee and District Counsel in a workshop to address several BRWF issues. Staff received direction to continue building the plant and proceed with a Recycled Water Code.

c. **West Bay:**

- i. Staff is continuing to evaluate personnel needs to support the Chief Plant Operator (CPO) with the District's recycled water efforts, due to regulatory requirements and staffing overlap; as well as the STEP and Grinder Pump Systems. A Utility Maintenance Worker is being considered to support both the pump station crew and the Chief Plant Operator.

6) **Fleet and Facilities:**

a. **Vehicle Maintenance:**

- i. Maintenance Operations Staff Managers are reviewing the need for an additional hydro cleaning machine for collection system maintenance.

7) **Personnel:**

- i. The District's new Modification (Ex-Mod) factor is .79 well below the industry's standard. The Ex-Mod factor is the factor by which a standard workers compensation premium is multiplied to reflect an insured's actual loss experience.

8) **Upcoming Events:**

- a. **Regular Board Meeting:** April 14, 2021
- b. **Next Regular Board meetings:** April 28, 2021. Treasurer Thiele-Sardiña will be absent.

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

- a. **West Bay SSOs:** Zero SSOs for March 2021.
- b. **LAH Contract:** LAH requested a contract extension for one year with a 3% rate increase. The District Manager is working on negotiating a 4% increase in order to recoup the Teamsters negotiated labor increase of 4% in the most recent contract.
- c. **Town of Woodside Contract:** Staff is negotiating a 4% increase rather than the customary 3% yearly increase. The 4% is based on labor negotiations.
- d. **Revenue:** The District received an additional \$1.5 million dollars from the San Mateo County Assessor's Office for FY20/21 tax roll.

6. **Consideration to Approve the Revised Purchasing Policy and Resolution**

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

Comments: District Manager Ramirez presented the revised Purchasing Policy to the Board.

7. **Consideration to Accept the District's 2020 Performance Measurement Report**

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

Comments: District Manager Ramirez reported on the highlights of the report which included zero SSOs in 2020, increased coverage in newspaper articles, and a much lower Experience Modification Factor rate of 76%. A vast majority of measures rated satisfactory or above. One item in the "Watch" category includes the number of claims which was four for the 2020 year, up from only two in the previous year. The Board suggested staff add a dollar amount to the number of claims to have a better gauge on the impact of such claims.

8. April 14th Update Report on District Response to Corona Virus

Comments: District Manager Ramirez reported that the front office is now open to the public Monday thru Friday 9AM-3PM and that administrative staff will be returning to work full time in the office effective May 3rd.

9. Report and Discussion on Sharon Heights Recycled Water Plant

Comments: District Manager Ramirez reported that there was a recent Comcast communications outage in which the plant was unable to produce recycled water for about 12 hours.

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

Comments: District Manager Ramirez reported that EIR response letters have been sent out. He also reported that a meeting with the Recycled Water Committee was held to discuss the Bayfront Recycled Water efforts and recycled water code. The recycled water code will be reviewed by District Counsel. District Manager Ramirez and District Counsel will begin to work with developers on agreements for the proposed recycled water treatment plant at Bayfront.

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

Comments: President Dehn reported that SBWMA will host a virtual retreat on April 22nd. She also reported that a JPA amendment will be brought to the Board for approval at next Board meeting on April 28th.

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

Comments: Director Otte reported that the SVCW Commission will be considering approval of the operating and capital budget. As well as, a new administrative policy to reflect claims procedures.

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

Comments: None.

14. Adjournment Time: The meeting was adjourned at 8:50 PM

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WEST BAY SANITARY DISTRICT AGENDA ITEM 7B

To: *Board of Directors*

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

Subject: *Consideration to Authorize the District Manager to Issue Class 3 Sewer Permit No. 1604 for the Construction of Wastewater Facilities for 160 Fawn Lane, Portola Valley, California*

Background

This permit request is for the construction of a Grinder Pump System and force main extension to connect into the existing force main on Cervantes Road to serve 160 Fawn Lane.

Analysis

The plans, profiles, and engineering calculations for the proposed facilities have been reviewed by staff and corrections have been made to conform to District requirements. Owner has paid all associated fees.

Recommendation

The Projects & IT Manager recommends that the Board direct the District Manager to file the Notice of Exemption and authorize the District Manager to issue Class 3 Sewer Permit No. 1604.

Attachment: Resolution ____ (2021)
Notice of Exemption
Class 3 Permit No. 1604
Site Map

RESOLUTION NO. _____ (2021)

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

BE IT RESOLVED, by the District Board of West Bay Sanitary District, County of San Mateo, State of California, as follows:

ENVIRONMENTAL IMPACT REVIEW

Name of Project: 160 Fawn Lane – Grinder Pump System

Location: 160 Fawn Lane, Portola Valley, California

Entity or Person Undertaking Project: Jeannette Holliday

Determination of the District Board:

This District Board of West Bay Sanitary District determines, upon Staff recommendation, that another public agency, specifically the San Mateo County LAFCo, is the lead agency for this project.

The District Board hereby certifies that it has reviewed the Negative Declaration prepared for this project and has considered the contents thereof. The Board finds that this document is adequate for use by the District in its review of the project.

The District Board finds that the following feasible alternatives and/or mitigation measures within its powers, would substantially lessen any significant effects which the project would have on the environment:

N/A

The Board certifies that the Negative Declaration has been prepared and completed in compliance with the California Environmental Quality Act and the State Guidelines.

The Board finds that the project Environmental Impact Report identifies the following significant effects:

N/A

The Board further finds that for each of these significant effects:

- N/A Changes or alterations have been required in, or incorporated, into the project which mitigate or avoid the significant environmental effects thereof as identified in the Environmental Impact Report.
- N/A Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the District. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
- N/A Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Environmental Impact Report.

Based upon the foregoing, and upon compliance with District regulations and requirements, as applicable, the project is hereby:

- _____ Approved
- _____ Disapproved

The District Manager of West Bay Sanitary District is directed to prepare a Notice of Determination pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act adopted by Resolution No. IIO5 of this District Board. The District Manager is not directed to prepare and file a Statement of Overriding Consideration pertaining to the approval of this project pursuant to the provisions of the same Guidelines.

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 28th day of April, 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

“PRELIMINARY REVIEW”

160 Fawn Lane – Grinder Pump System
April 14, 2021

INTRODUCTION. At the April 28, District Board Meeting, the Board will consider the approval of the Class 3 sewer permit for the construction of a Grinder system and force main extension for the Lands of Holliday; and the authorization for the filing of a California Environmental Quality Act (CEQA) “Notice of Exemption” for the project. This project is proposed by the property owner, Jeannette Holliday.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the Grinder System Project at 160 Fawn Lane was conducted to determine whether the project is exempt from CEQA. Based on this review, staff has concluded that the project is exempt from CEQA under several sections of the guidelines. In summary, the project would not have any significant impacts on the environment because it includes little or no expansion of capacity, and will employ mitigation measures to alleviate any impacts.

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

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

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

Past Experience. The District has completed many miles of sewer construction projects and pump station rehabilitation projects in residential areas throughout Menlo Park, Atherton, the County of San Mateo, and the Portola Valley area. While construction-related impacts on land use, traffic, noise, air quality, erosion, drainage, public safety, and cultural resources can occur, no significant environmental impacts have resulted from this work.

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

Construction Mitigation Measures. Specific impact mitigation measures will be included in the proposed project to avoid, minimize, reduce, or rectify for construction-related impacts. These measures are used on all sewer construction projects. The measures address dust control; erosion control; noise control; protection of soils; provision for adequate drainage; protection and restoration of structures; precautions for working near sensitive and unique vegetation, protection and restoration of vegetation,

landscaping, and improvements; public health and safety precautions; community notifications; traffic control; and preservation of cultural resources.

Most project elements also are exempt as extension of utilities of a reasonable length to serve such construction.

Staff has concluded that most project elements are “categorically exempt” under CEQA Guidelines Section 15303 (a) (Single-family residences not in conjunction with the building of two or more units) and Section 15303 (d) (Water main, sewage, electrical, gas and other utility extensions of reasonable length to serve such construction).

This project is being implemented to provide sanitary sewer service to this parcel and remove the on-site septic system.

CONCLUSION. Based on the information presented herein, staff has concluded that all of the installation of the Grinder system is exempt from CEQA under the CEQA Guidelines Section 15061(b)(3) (the General Rule), and that most project elements are also exempt under CEQA Guideline Section 15303(a) and (d).

WEST BAY SANITARY DISTRICT

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

Permit Number
1604

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

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

160 Fawn Lane Portola Valley CA

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

Residential Non-residential Development at said location.

ENGINEER'S

Loa & Braze

Name

2495 Industrial Parkway West
Address Haward CA 94545

CONTRACTOR'S

JPM Construction

Name

151 West 3rd Ave #1
Address San Mateo CA 94402

OWNER'S

Jeannette L Holliday

Name

160 Fawn Lane Portola Valley CA
Address

Applicant's Signature

Jeannette Holliday

Signed by - Please Print Name

160 Fawn Lane Portola Valley CA
Address

Receipt of \$ 585 Application Fee is hereby acknowledged [Signature] 4/5/2021
Date

Receipt of \$ 2,000 Cash Deposit or Performance Bond

Comments Town is requiring use of a force line on this project

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT
Sergio Ramirez, District Manager

Date _____

By _____

Final Acceptance by the District Board on _____

7B-7

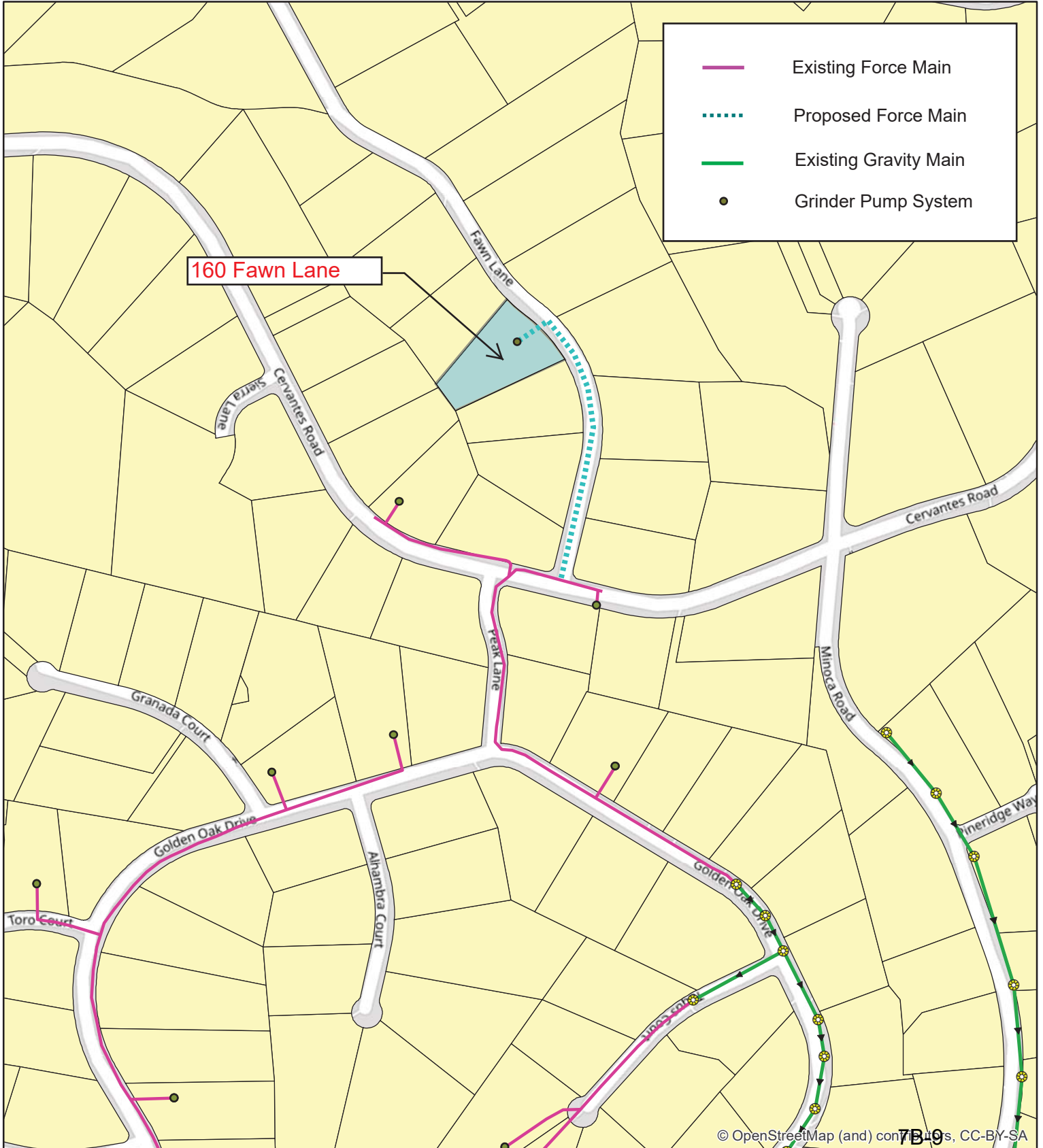
CLASS 3 SEWER PERMIT

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

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



WEST BAY SANITARY DISTRICT
SITE MAP
160 FAWN LANE
PORTOLA VALLEY, CA
GRINDER SYSTEM



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WEST BAY SANITARY DISTRICT AGENDA ITEM 7C

To: *Board of Directors*

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

Subject: *Consideration to Authorize the District Manager to Consent to the Abandonment of Public Utility Easement at 220 Atherton Avenue, Atherton*

Background

MacLeod and Associates, Inc. on behalf of the property owner has requested the abandonment of a portion an existing Public Utility Easement (PUE) that crosses the property at 220 Atherton Avenue. The easement was for overhead utility lines, however, existing overhead lines are not constructed within the existing easement. The empty portion would be vacated, and a new public utility easement would be dedicated for the actual alignment. The Town of Atherton is requiring consent by all utility companies that may have an interest in the easement. The District currently has no sewer main within the property or easement.

Analysis

The District does not have any utilities within the public utility easement.

Fiscal Impact

None

Recommendation

The Projects and IT Manager recommends the District Board authorize the District Manager to provide a “no objection” response to the requester.

Attachment: Exhibit A - Letter from MacLeod & Associates, Inc. & response form
Exhibit B - PUE Abandonment Exhibit
Exhibit C - West Bay Site Map

MACLEOD AND ASSOCIATES, INC.
CIVIL ENGINEERING • LAND SURVEYING

April 12, 2021

TO: Jonathan Werness
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025

**SUBJECT: REQUEST FOR UTILITY COMPANY APPROVAL OF THE VACATION
OF A PUBLIC UTILITY EASEMENT LYING WITHIN 220 ATHERTON AVENUE,
ATHERTON, CA**

Dear Jonathan,

The property owner of 220 Atherton Avenue, Atherton, CA is applying to the Town of Atherton for the vacation of a portion of a public utility easement lying within the property. The Town requires consent to the vacation by the various utility companies that may have an interest in the easement.

Attached for your convenience and review are copies of the following:

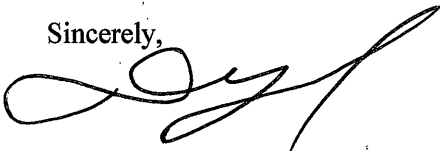
- Final Map of "Dwight Lane Subdivision", filed in Book 35 of Maps at Page 48. This map established the easement. The easement lies within Lot 3.
- Assessor's Parcel Map for APN 070-040-580. Please note that the original southwesterly property line of Lot 3 was subsequently adjusted further in a southwesterly direction.
- Plat of the property showing the location and section of the easement to be vacated, the existing poles and overhead lines, and the location of a proposed new public utility easement.

Per the attached plat, sections of the existing overhead utility lines are not constructed within the existing easement. Therefore, that empty portion of the easement will be vacated, and a new public utility easement will be dedicated through the Town process to follow the actual overhead line locations. Please note that, at a minimum, the section of overhead lines lying between Pole #2 and Pole #3 will be replaced with underground lines within the new easement. That work is currently being coordinated with PG&E.

Please respond to this request as soon as possible. I have attached a form you may use for your response, or you may prepare your own if necessary.

Thank you for your assistance. If you have any questions regarding this request, please contact me at (650) 593-8580, ext. 101 or email me at dmacleod@macleodassociates.net.

Sincerely,



Daniel G. MacLeod, P.E., P.L.S.

RESPONSE TO EASEMENT VACATION REQUEST

DATE: _____

TO: Daniel G. MacLeod
MacLeod & Associates, Inc.
965 Center Street
San Carlos, CA 94070

**SUBJECT: REQUEST FOR UTILITY COMPANY APPROVAL OF THE
VACATION OF A PUBLIC UTILITY EASEMENT LYING WITHIN 220
ATHERTON AVENUE, ATHERTON, CA**

Dear Mr. MacLeod,

Our office has reviewed the attached application for the vacation of a public utility easement and has the following response:

- No objection to the vacation.
- No objection to the vacation subject to the following condition(s):

- Objects to the proposed vacation for the following reasons:

Name

Title

Agency

95 FLEUR PLACE
A.P.N. 070-040-540

91 FLEUR PLACE
A.P.N. 070-040-550

83 FLEUR PLACE
A.P.N. 070-040-160

10' PUBLIC UTILITY EASEMENT

JP #3

GA

OH

OH

OH

JP #4

228 ATHERTON AVENUE
A.P.N. 070-040-410

220 ATHERTON AVENUE
A.P.N. 070-040-580

DOC. NO.
2006-126242



EXISTING PUBLIC UTILITY EASEMENT TO REMAIN



EXISTING PUBLIC UTILITY EASEMENT TO BE VACATED



PROPOSED 10'-WIDE PUBLIC UTILITY EASEMENT

EASEMENT NOTE:

EASEMENTS SHOWN ARE PER RECORDED TRACT MAPS.

LEGEND



PROPERTY LINE



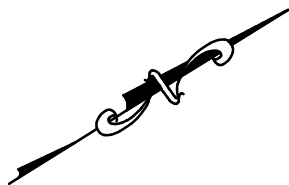
GUY ANCHOR



JOINT UTILITY POLE



OVERHEAD LINES



TITLE: PLAT OF 220 ATHERTON AVENUE
EXISTING AND PROPOSED EASEMENTS

ATHERTON

SAN MATEO COUNTY

CALIFORNIA

PLAT:
DJK

SCALE:
1" = 40

DATE:
04-12-21

JOB #:
4307-16

MacLEOD AND ASSOCIATES

CIVIL ENGINEERING • LAND SURVEYING

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

7C-4





WEST BAY SANITARY DISTRICT
EXHIBIT "C"
SITE LOCATION
220 ATHERTON AVENUE
ATHERTON, CA



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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7D**

To: Board of Directors

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

Subject: Consideration to Accept Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1094 for the Construction of Wastewater Facilities for the Development at 1125 Merrill Street, and 506 & 556 Santa Cruz Avenue, Menlo Park, California

Background

This permit was for the replacement of approximately 729 feet of existing gravity main sewer line on Merrill Street and Santa Cruz Avenue in Menlo Park. This 6-inch Vitrified Clay Pipe was upgraded to 8-inch PVC C900 and HDPE in conformance with current District Standards.

Analysis

The Board issued this Permit at the Regular Meeting of April 25, 2019.

The work has been completed and has been inspected, tested, and approved by staff as being in conformance with District Standards. The property owner has submitted a bond for the one-year guarantee bond of the work, record drawings, CCTV, as well as lien releases of subsequent contractors.

Recommendation

The Projects & IT Manager recommends that the Board accepts these facilities and direct the District Manager to approve the Class 3 Sewer Permit No. 1094.

Attachment: Class 3 Permit No. 1094
Exhibit A - Site Map

WEST BAY SANITARY DISTRICT

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

Permit Number

No 1094

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

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

506 Santa Cruz, Menlo Park, CA 94025

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

Residential Non-residential Development at said location.

ENGINEER'S

BKF Engineers

~~(BKF Engineers & Surveyors Planners)~~

Name

16948 South Harlan Rd., Suite 1-A1

Address

Lathrop, CA 95770

CONTRACTOR'S

Preston Pipelines, Inc.

Name

1377 Botelho Ave, Milpitas, CA 95075

Address

OWNER'S

A. 500 SC Partners, LLC

B. 556 SC Partners, LLC

C. Merrell Street Investors, LLC

Name A. 506 Santa Cruz Ave B. 556 Santa Cruz Ave

C. 1125 Merrill Street

Address

[Signature]

Applicant's Signature

Charmaine Blanchteyn

Signed by - Please Print Name

1377 Botelho Ave, Milpitas, CA 95075

Address

Receipt of \$ 545 Application Fee is hereby acknowledged 4/8/19 Date

Receipt of \$ 2000 Cash deposit or Performance Bond

Comments Class 3 Permit for moving the main line.

Ref: 1125 Merrill Street.

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT

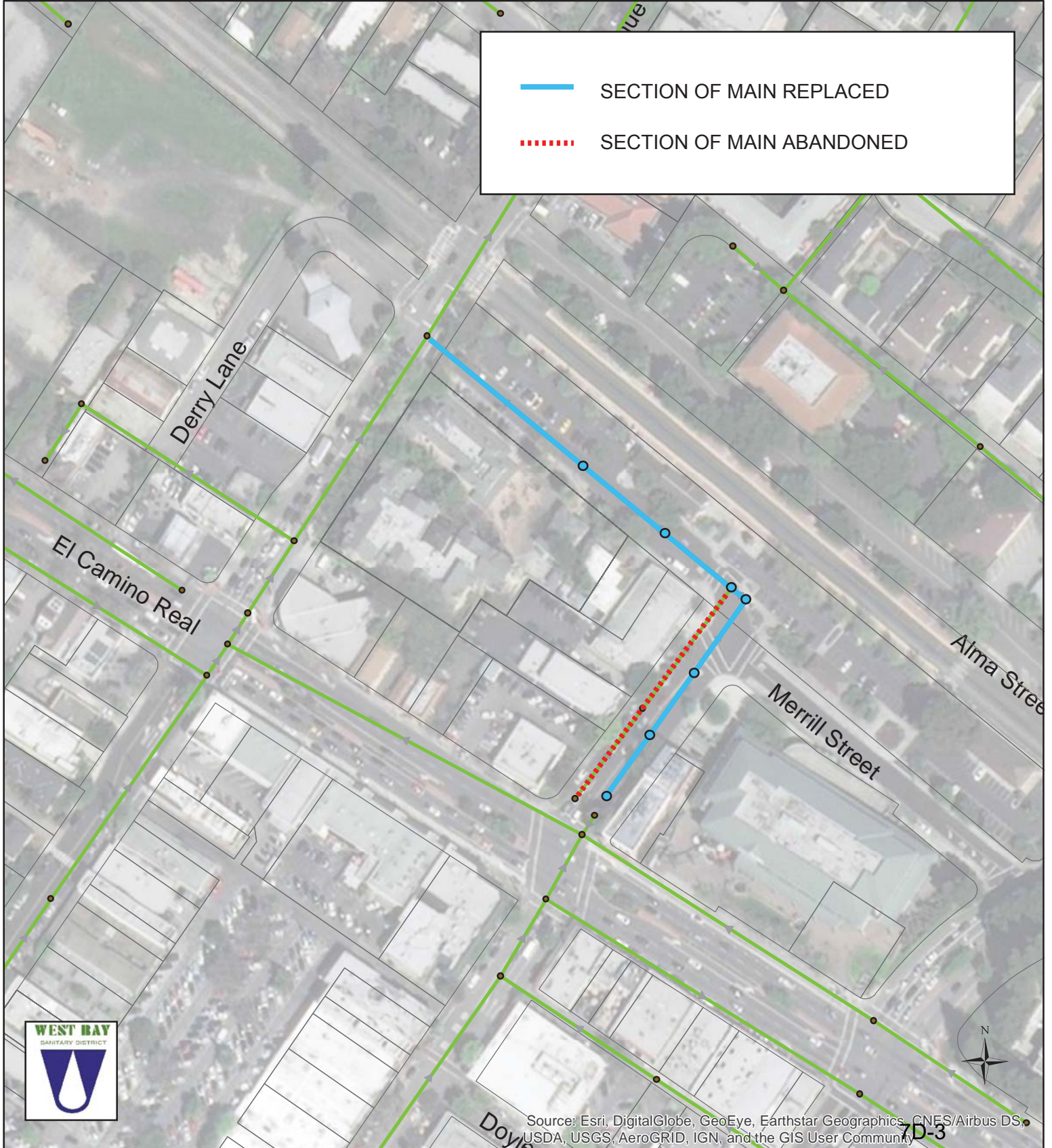
Phil Scott, District Manager

Date 4-25-19

By [Signature]

Final Acceptance by the District Board on _____

WEST BAY SANITARY DISTRICT
EXHIBIT "A"
SITE LOCATION
506 SANTA CRUZ AVE PROJECT
MENLO PARK, CA



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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7E**

To: Board of Directors

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

Subject: Consideration to Accept Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1097 for the Construction of Wastewater Facilities for the Development at 846, 848 & 850 Portola Road, Portola Valley, California

Background

This permit was for the construction of a gravity sewer main extension to serve 3 new homes at 846, 848 & 850 Portola Road in Portola Valley.

Analysis

The Board issued this Permit at the Regular Meeting of August 14, 2019.

The work has been completed and has been inspected, tested, and approved by staff as being in conformance with District Standards. The property owner has submitted a bond for the one-year guarantee of the work, record drawings, CCTV, as well as lien releases of subsequent contractors.

Recommendation

The Projects & IT Manager recommends that the Board accepts these facilities and direct the District Manager to approve the Class 3 Sewer Permit No. 1097.

Attachment: Class 3 Permit No. 1097
Exhibit A - Site Map

WEST BAY SANITARY DISTRICT

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

Permit Number
№ 1097

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

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

846, 848, 850 PORTOLA RD., PORTOLA VALLEY

846: 076-261-190
848: TO BE DETERMINED
850: 076-261-180

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

Residential Non-residential Development at said location.

ENGINEER'S

PRECISION ENGINEERING

Name

901 WALTERMIRE CT., BELMONT, CA

Address

94002

OWNER'S

WILLOW GROVE, LLC

Name

PO BOX 7602, MENLO PARK, CA

Address

94026

CONTRACTOR'S

MELLO PIPELINES, INC.

Name

260 E. MCGINLEY LN, CAMPBELL, CA

Address

95008

BOB VERSOZA

Signed by - Please Print Name

PO B 60970, PALO ALTO, CA

Address

94306

Receipt of \$ 545.00 Application Fee is hereby acknowledged

6/27/2019

Date

Receipt of \$ 2,000.00 Cash deposit or Performance Bond

Comments EXTENSION OF MAIN SEWER LINE TO SERVE 3 LOTS

DUE TO SUBDIVISION OF 846 PORTOLA RD (1 LOT)

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT

Phil Scott, District Manager

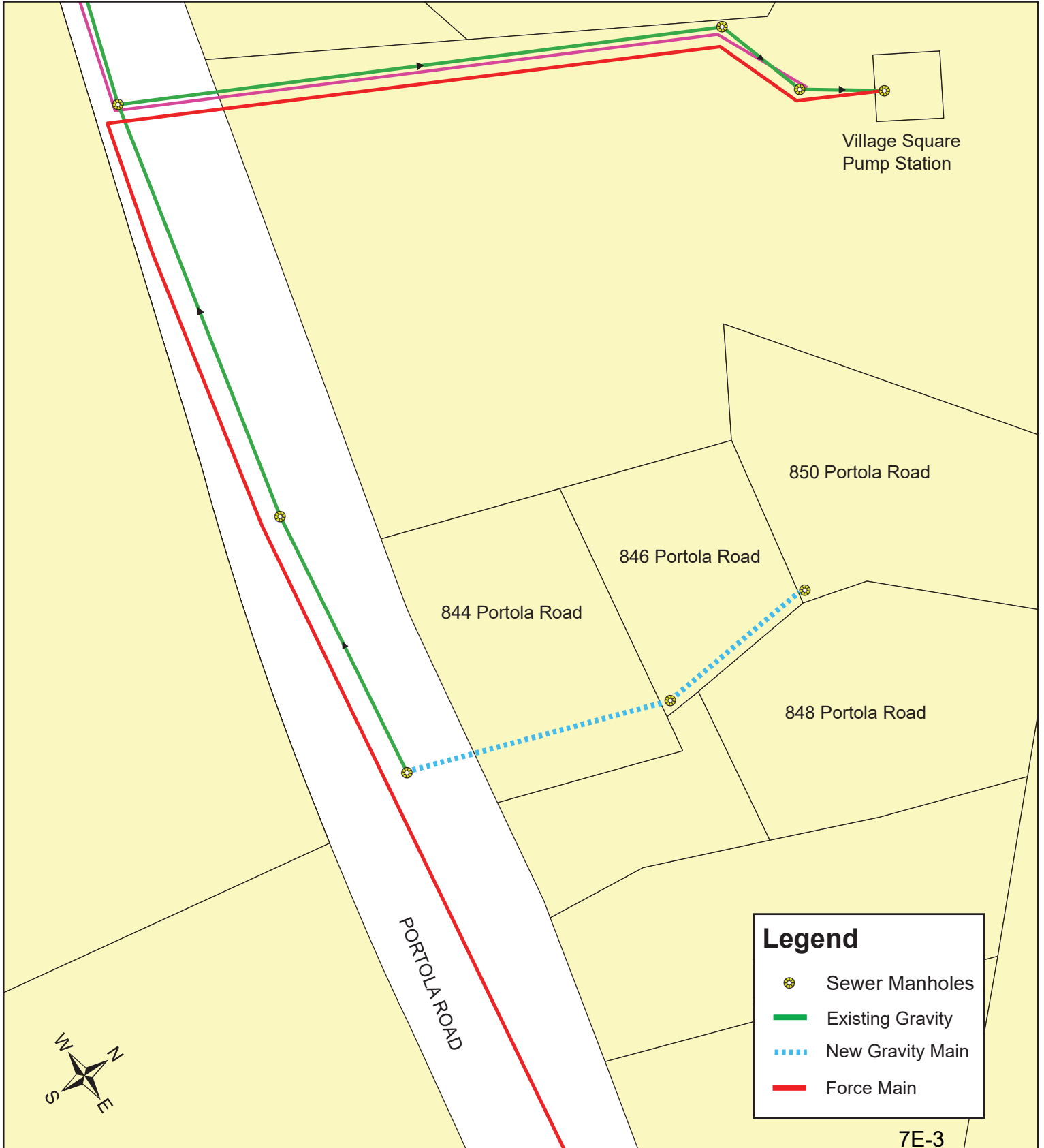
Date _____

By _____

Final Acceptance by the District Board on _____



WEST BAY SANITARY DISTRICT
SITE MAP
846, 848 & 850 PORTOLA ROAD
PORTOLA VALLEY, CA
GRAVITY SEWER MAIN EXTENSION



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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7F**

To: Board of Directors

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

**Subject: Consideration of Resolution Accepting Deed of Easement for
850 Portola Road, Portola Valley, California**

Background

The sewer main extension at 846, 848 & 850 Portola Road is within the properties, requiring an easement for ingress, egress and maintenance of the facilities. The developer has already recorded a public utility easement that covers the private access road and most of the new sewer main, however, left out the upstream manhole that encroaches 850 Portola Road. At the District's request, a separate easement is being recorded that encompasses the upstream manhole so that all District facilities are within easements.

Analysis

This easement will ensure that all District facilities on-site are within easements.

Fiscal Impact

None

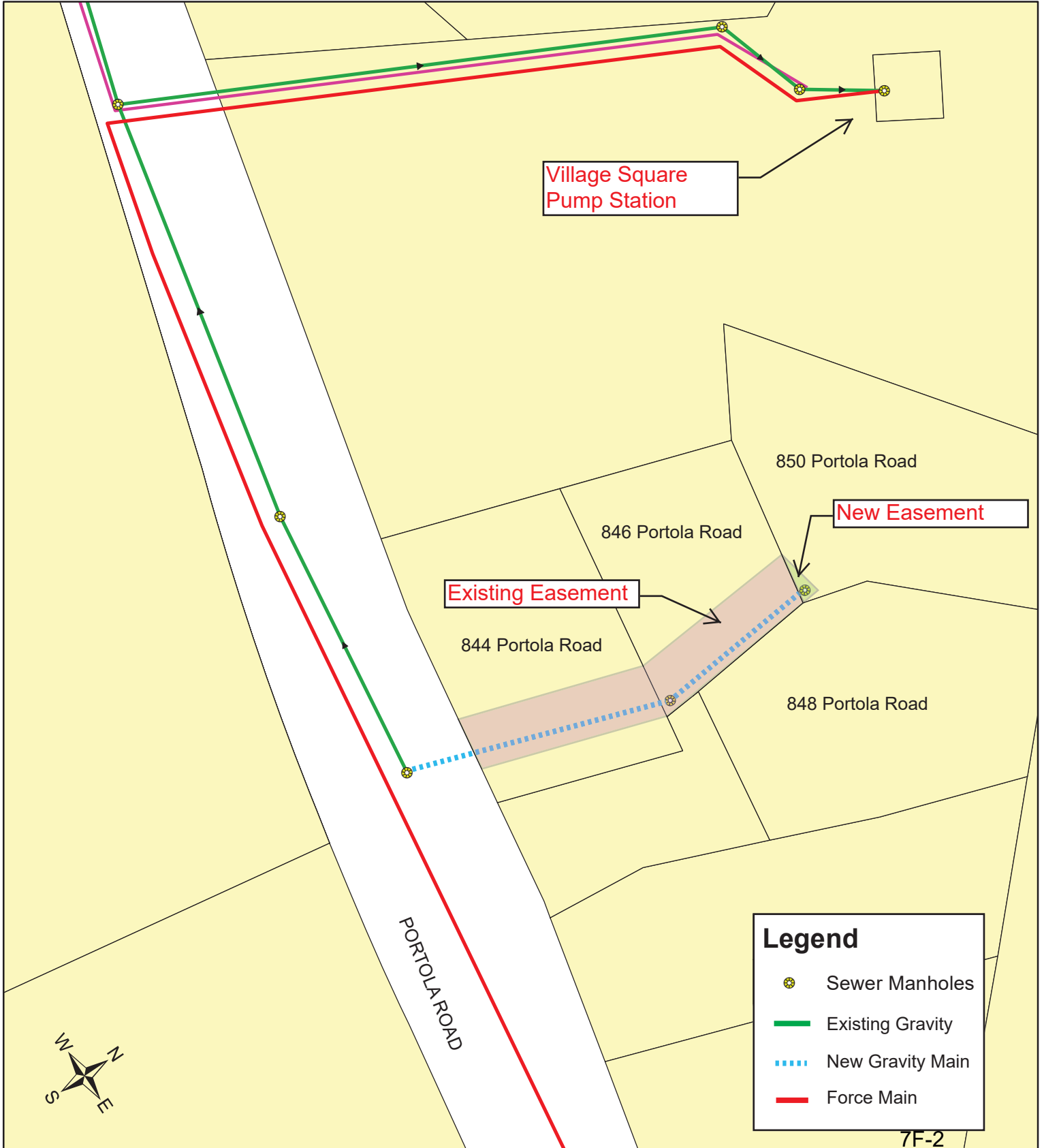
Recommendation

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

Attachments: Exhibit – Site Map, Resolution ____ (2021), Grant Deed of Easement



WEST BAY SANITARY DISTRICT
SITE MAP
846, 848 & 850 PORTOLA ROAD
PORTOLA VALLEY, CA
NEW SEWER MAIN EXTENSION
& EASEMENTS



RESOLUTION NO. _____ (2021)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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

Portola Valley Road LLC

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

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 28th day of April, 2021, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

ACKNOWLEDGMENT

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

State of California
County of Santa Clara)

On April 20, 2021 before me, Nicole S. Gittleson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

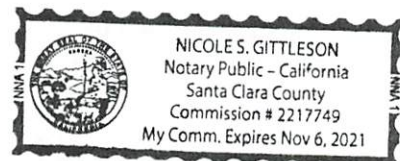


EXHIBIT "A"
LEGAL DESCRIPTION
Sewer Easement

All that certain Real property, situate in the Town of Portola Valley, County of San Mateo, State of California, being a portion of the lands of Sausal Creek Associates LLC per that certain deed recorded April 7, 2008 as Document Number 2008-038288, Official Records of San Mateo County, all as shown on Exhibit "B" made a part hereof, more particularly described as follows:

Commencing at a 3/4" iron pipe and tag "LS 7623" located at the Southwesterly corner of the Lands of 828 Portola LLC, formerly Lands of David Brian Wexler MD, Inc., as said lands are shown on that certain Record of Survey filed January 30, 2014 in Volume 39 of LLS Maps at page 52, San Mateo County Records; said point also being on the Northerly Right of Way line of Portola Road, width varies; thence along last said line North 78°18'00" West, 12.67 feet; thence North 82°39'00" West, 73.97 feet; thence North 17°14'24" East 104.85 feet; thence North 5°54'20" East 94.77 feet to the **Point of Beginning**; thence North 82°23'00" West 20.57 Feet; thence South 84°05'40" East 20.00 Feet; thence South 5°54'20" West 4.81 Feet to the **Point of Beginning**.

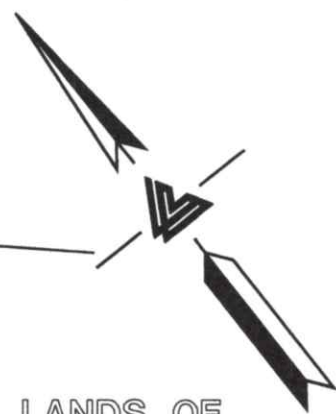
Containing 48 square feet, more or less.

END OF DESCRIPTION



LOT 20
TRACT 104
51 MAPS 12

LOT 21
TRACT 104
51 MAPS 12



LEGEND

- FOUND 3/4" IRON PIPE & TAG, LS 7626 PER 39 LLS 52

SEWER EASEMENT

S84°05'40"E
20.00'

LANDS OF SAUSAL CREEK ASSOCIATES

S05°54'20"W
4.81'

POINT OF BEGINNING

LANDS OF 828 PORTOLA, LLC

R/S NO. 2484
39 LLS 52

POINT OF COMMENCEMENT

N82°23'00"W
20.57'

LANDS OF GRPA LLC

SHARED DRIVEWAY & UTILITY EASEMENT PER DOCUMENT NUMBER 2008-038288

LANDS OF BENNICAS

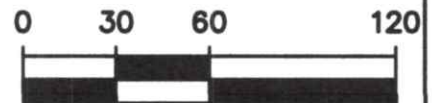
N17°14'24"E
104.85'

N82°39'00"W
73.97'

N78°18'00"W
12.67'



PORTOLA ROAD
(WIDTH VARIES)



SCALE: 1" = 60'



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

2495 INDUSTRIAL PARKWAY
WEST HAYWARD, CALIFORNIA
94545 (510) 887-4086 VOICE
(510) 887-3019 FAX
WWW.LEABRAZE.COM

JOB NO 2141167

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR SEWER EASEMENT PORTOLA VALLEY, CALIFORNIA



County of San Mateo TRANSFER TAX AFFIDAVIT

DTT AFFIDAVIT

Per San Mateo County Ordinance Code 2.93.050

NOTICE: Any material misrepresentation of fact in this affidavit is a misdemeanor under section 2.93.120 of the San Mateo County real property tax code. Any person who makes such a representation is subject to prosecution for such offense.

The Assessor-Clerk-Recorder reserves the right to report potentially fraudulent recordings to the District Attorney's Real Estate Fraud Unit.

This form must accompany any document that requires a Documentary Transfer Tax declaration, including but not limited to; Agreement for Sale; Assignment of Lease; Deed in Lieu of Foreclosure; Easement; Grant Deed; Land Contract; Lease; Memorandum of Lease;

1. LOCATION OF PROPERTY: Assessor's Parcel Number: _____ - _____ City: _____

Street Address: _____ Document To Be Recorded: _____

2. IS THIS A FORECLOSURE OR TRUSTEE SALE? Yes No (If yes, complete this section.)

a. Is the transferee the Beneficiary or Mortgagee? Yes No

b. Please provide. Name of Trustee: _____

Date of original Deed of Trust: _____

3. IS THIS A LEASE? Yes No (If yes or no, complete this section.)

a. Is remaining term of lease, including renewal options, greater than 35 years? Yes No

b. If NO, submit a copy of the lease, or summary, or terms.

c. If YES, enter the value of the lease interest on line 9a. (For tax calculations.)

4. IS THIS A GIFT IN WHOLE OR IN PART? Yes No (If yes, give a complete explanation.)

Name of the Donor: _____

Name of the Donee: _____

Please be aware that certain gifts in excess of \$13,000 per calendar year may trigger a Federal Gift Tax. In such cases, the Transferor/Donor may be required to fill out a Form 709 (Federal Gift Tax Return) with the Internal Revenue Service. Please also be aware that the information stated on this document may be given to and used by governmental agencies, including the Internal Revenue Service.

I, as the Transferor/Donor declare under penalty of perjury that I have read the above paragraph and acknowledge that a Federal Gift Tax may be triggered.

▶ _____
Signature of Donor:
SIGNATURE ON REVERSE STILL REQUIRED.

_____ () _____
Print Donor Name:

Donor Phone:

5. ARE YOU ADDING OR REMOVING A CO-OWNER FOR REFINANCING PURPOSES? Yes No Initial here: _____
If yes, initial to the right to indicate your agreement with the statement below and sign on reverse. ▶

The proportional ownership interest will revert back to its original holding within one (1) month from the date of recording; otherwise I will pay the applicable transfer tax.

6. ARE YOU MOVING TITLE INTO OR OUT OF A TRUST? Yes No / Into Out of / Revocable Irrevocable

a. Name of Trust: _____ b. Date of Trust: _____

c. Name of Trustor(s): _____

d. Name(s) of Currently Active Trustee(s): _____

e. If this transaction changes who is on title or the proportional interest of how title is held, further explanation is required and may require additional time to review.

Attach additional page(s) if necessary.

7. DO YOU CONTEND THAT NO TRANSFER TAX IS DUE FOR A REASON NOT EXPLAINED IN #1-6? Yes No (If yes, give a complete explanation.)

a. The nature of the transaction is: DEED OF EASEMENT

b. The reason (exemption) you claim no tax is due: DEED TO PUBLIC ENTITY

8. IS THIS A TRANSFER BETWEEN LEGAL ENTITIES? Yes No

IF YES, TRANSFERS INVOLVING LEGAL ENTITIES MUST PROVIDE, PREFERRABLY ONE (1) WEEK IN ADVANCE, APPLICABLE DOCUMENTATION. SOME EXAMPLES ARE LISTED BELOW. THIS TYPE OF TRANSACTION WILL REQUIRE 1-3 BUSINESS DAYS TO REVIEW.

Entity ownership documentation is required if you are a:

Corporation—A copy of the Articles of Incorporation amendments and any other documents showing the shares issued and share ownership; or

LLC—A copy of the Operating Agreement, amendments, and any other documentation showing the partners and ownership percentage; or

Partnership— A copy of the Partner Agreement, amendments and any other documents showing the partners and ownership percentage.

For all legal entities, provide the names of individuals and specific percentages held by each individual prior to and following the transfer.

9. TAXABLE TRANSACTIONS: Complete the following and calculate the tax below. Tax is calculated as \$0.55 per \$500 of line 9D. Example, \$100,000 value/\$500 increments = 200. 200 increments x \$0.55 = \$110 in tax due. You may also use \$1.10

A) Consideration paid or value. \$ _____

B) Full cash value. Less liens.

C) If less liens, loan amount assumed. \$ _____

D) Total consideration or value less liens. (Line A minus line C.) \$ _____

E) Tax due. \$ _____ N/A

I DECLARE OR AFFIRM UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Are you the Transferee, Transferor, Both, or Representative with full knowledge of foregoing. Signature still required.

Signature of Transferee: _____

Print Name: _____

Address of Transferee: _____

Phone Number of Transferee: _____ ()

Signature of Transferor: _____

John Suppes

Portola Valley Road LLC P.O. Box 60970 Palo Alto, CA 94306

Print Name

Address of Transferor: _____

Phone Number of Transferor: _____ (650)322-7069

Palo Alto, Santa Clara County, California

April 20, 2021

Place of Execution: (City, County, State where executed.)

Date of Execution

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 7G**

To: Board of Directors

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

Subject: Consideration of Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 30 Cheyenne Point, Portola Valley (077-242-190), Lands of Murphy

Background

The owners of the property located at 30 Cheyenne Point, Portola Valley, Lands of Murphy have requested the Local Agency Formation Commission (LAFCo) annex their property to the West Bay Sanitary District for the purposes of obtaining sanitary sewer service. The property has a single-family residence that will need to connect to the existing Grinder system force main located on Cheyenne Point.

Analysis

Attached for the Board's review is the Geographic/Legal Description (Exhibit A) of the property to be annexed, a Site Map (Exhibit B) and the LAFCo Certificate of Completion & Resolution No. 1250 (Exhibit C) approving the annexation.

Fiscal Impact

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

Recommendation

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

Attachments: Resolution _____ (2021)
Exhibit A – Geographic/Legal Description
Exhibit B – Site Map
Exhibit C – LAFCo Certificate of Completion & Resolution No. 1250

RESOLUTION NO. ____ (2021)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

**A Resolution Consenting to the Annexation of Lands of Murphy (APN 077-242-190)
to the West Bay Sanitary District**

WHEREAS:

1. A petition for annexation of the property described herein to this District was initiated by the property owners.
2. The Local Agency Formation Commission (LAFCo) of San Mateo County assigned the following distinctive short form designation: Annexation of 30 Cheyenne Point, Portola Valley to the West Bay Sanitary District.
3. The property to be annexed is described as follows:
See Exhibit "A" attached hereto and by this reference made a part hereof.
4. The said property is uninhabited.
5. The conditions of annexation are:
 - a. In the event that, pursuant to rules, regulations or ordinances of the District, as now or hereafter amended, the District shall require any payment of a fixed or determinable amount of money either as a lump sum or installments, for the acquisition, transfer, use or right of use of all or any part of the existing property, real or personal, of the District, such payment will be made to the District in the manner and at the time as provided by rules, regulations or ordinances of the District, as now or hereafter amended.
 - b. Upon and after the effective date of said annexation, the territory, and all persons entitled to vote by reason of residing or owning land within the territory, shall be subject to the jurisdiction of the District; shall have the same rights and duties as if the territory had been a part of the District upon its original formation; shall be liable for the payment of principal, interest and any other amounts which shall become due on account of any outstanding or then-authorized but thereafter issued bonds, including revenue bonds, or other contracts or obligations of the District; shall be subject to the levying or fixing and collection of any and all taxes, assessments, service charges, rentals or rates as may be necessary to provide for such payment; and shall be subject to all of the rates, rules, regulations and ordinances of the District, as now or hereafter amended.

6. The proposed annexation is for the interest of the landowners and present and future inhabitants within the District and within the said property to be annexed.
7. The LAFCo of San Mateo County has adopted Resolution 1250 (Exhibit "C") ordering annexation of the referenced territory to the West Bay Sanitary District.

NOW, THEREFORE, BE IT RESOLVED that:

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

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 28th day of April, 2021 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

Wade Hammond
Civil Engineering and Land Surveying
36660 Newark Blvd. Suite C
Newark, CA 94560 Tel: 510-579-6112
wade@whlandsurveyor.com www.wadehammondpls.com

EXHIBIT A

11-25-2020

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL OF LOT 12, IN BLOCK 2, AS SHOWN ON THAT CERTAIN MAP ENTITLED TRACT NUMBER 814 ARROWHEAD MEADOWS UNIT NUMBER 6 BEING A PORTION OF THE RANCHO EL CORTE MADERA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON NOVEMBER 29, 1963 IN BOOK 59 OF MAPS AT PAGE(S) 18 AND 19. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE RIGHT-OF-WAY LINE OF CHEYENNE POINT AS SHOWN ON SAID MAP; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12

(1) SOUTH 37°55'00"EAST A DISTANCE OF 233.27 FEET;

TO THE SOUTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 12

(2) SOUTH 57°21'36"WEST A DISTANCE OF 181.19 FEET;

TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE ALONG THE WESTERLY LINE OF SAID LOT 12

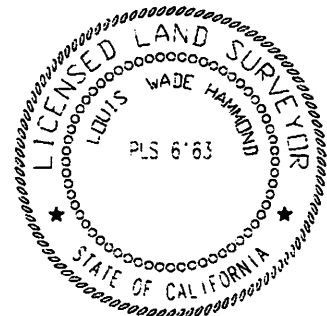
(3) NORTH 45°26'28"WEST A DISTANCE OF 215.23 FEET;

TO THE NORTHWEST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE RIGHT-OF-WAY LINE OF CHEYENNE POINT AS SHOWN ON SAID MAP; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 12

(4) IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 375.00 FEET, HAVING A CHORD BEARING OF NORTH 48°19'16"EAST AND A CHORD DISTANCE OF 49.21 FEET, HAVING A CENTRAL ANGLE OF 07°31'28" AND AN ARC LENGTH OF 49.25 FEET; THENCE (5) NORTH 52°05'00"EAST A DISTANCE OF 159.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 43629 SQUARE FEET OR 1.002 ACRES MORE OR LESS.
END OF DESCRIPTION

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.



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

EXHIBIT A PAGE 1 OF 2

Wade Hammond

SCALE: 1"=50'
11-25-2020

CHEYENNE POINT
159.50'

N52°05'00"E P.O.B.

L=49.25' R=375.00'
D=7°31'28"

1.002 ACRES
43629 SQ. FT.

215.23'
N45°26'28"W

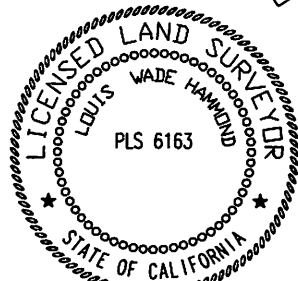
S37°55'00"E
233.27'

N57°21'36"E
181.19'

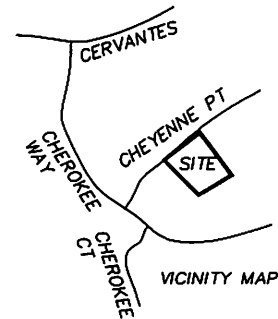
APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063

EXHIBIT A PAGE 2 OF 2

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



Louis Wade Hammond



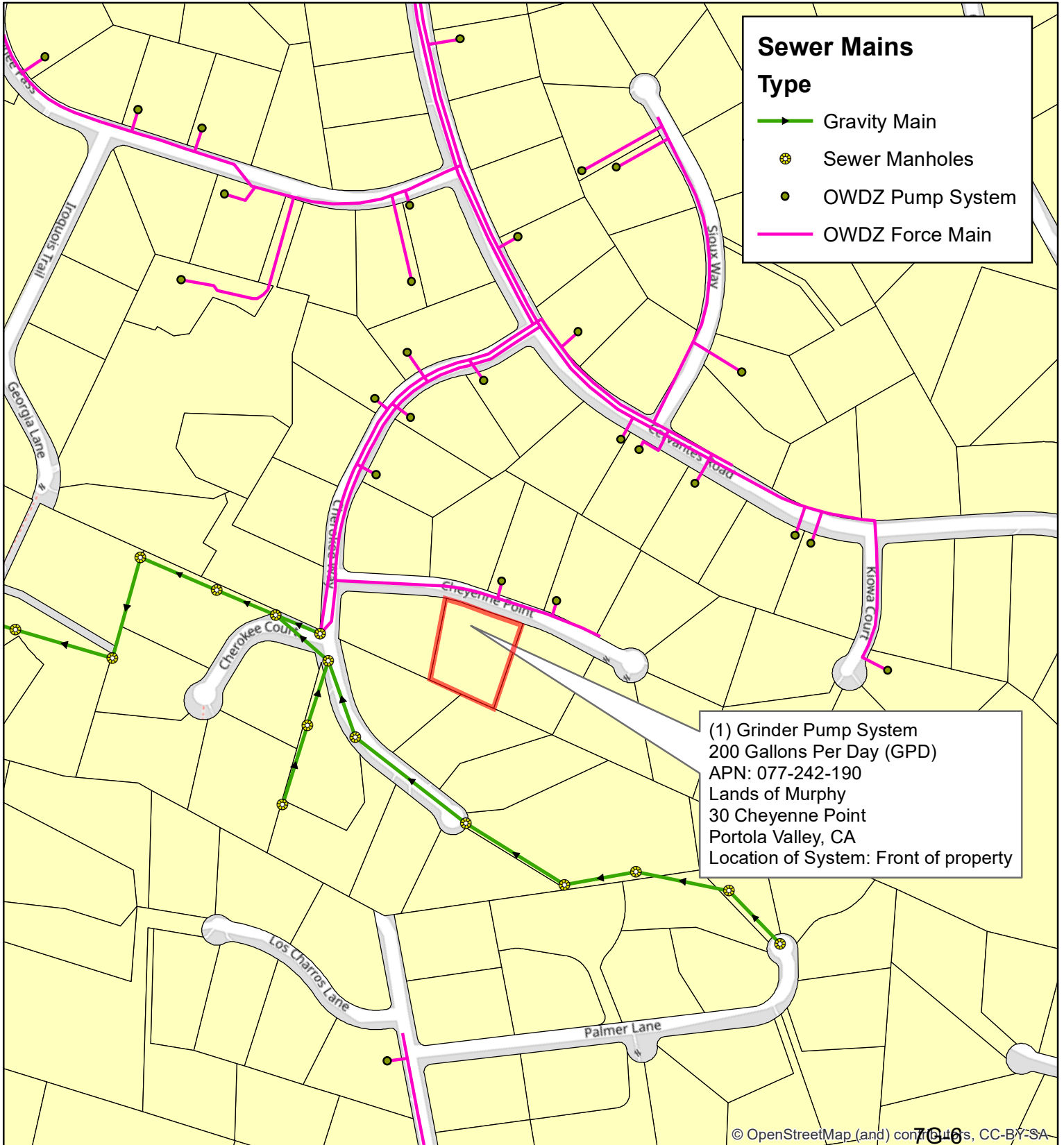
North: 7337.5356' East: 5601.0044'
Segment #1 : Line
Course: S37° 55' 00"E Length: 233.27'
North: 7153.5077' East: 5744.3523'
Segment #2 : Line
Course: S57° 21' 36"W Length: 181.19'
North: 7055.7812' East: 5591.7765'
Segment #3 : Line
Course: N45° 26' 28"W Length: 215.23'
North: 7206.7956' East: 5438.4188'
End North: 7206.7981' East: 5438.4199'
Segment #4 : Curve
Length: 49.25' Radius: 375.00'
Delta: 7° 31' 28" Tangent: 24.66'
Chord: 49.21' Course: N48° 19' 16"E
Course In: S45° 26' 28"E Course Out: N37° 55' 00"W
RP North: 6943.6823' East: 5705.6185'
End North: 7239.5205' East: 5475.1740'
Segment #5 : Line
Course: N52° 05' 00"E Length: 159.50'
North: 7337.5356' East: 5601.0044'
Area: 43629 Sq. Ft.

PROPOSED ANNEXATION OF 30 CHEYENNE
POINT (APN:077-242-190) INTO THE WEST
BAY SANITARY DISTRICT AND ON-SITE
WASTEWATER DISPOSAL ZONE

L. Wade Hammond
Licensed Land Surveyor No. 6163
36660 Newark Blvd. Suite C
Newark, California 94560
Tel: (510) 579-6112 wade@whlandsurveyor.com
PAGE 2 OF 2



WEST BAY SANITARY DISTRICT
EXHIBIT "B"
SITE LOCATION
30 CHEYENNE POINT
PORTOLA VALLEY, CA
GRINDER SYSTEM





LOCAL AGENCY FORMATION COMMISSION

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

CERTIFICATE OF COMPLETION

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

1. The short-form designation, as determined by LAFCo, is Annexation of 30 Cheyenne Point, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

<u>City or District</u>	<u>Type of Change of Organization</u>
West Bay Sanitary District	Annexation

3. The above-listed cities and/or districts are located within the following counties: San Mateo County only.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None.
7. The resolution confirming this change of organization was adopted on May 20, 2020 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 1250, adopted on May 20, 2020.

Dated: December 29, 2020


 Martha Poyatos
 Executive Officer

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

ALTERNATES: KATI MARTIN, SPECIAL DISTRICT • VACANT, CITY • JAMES O'NEILL, PUBLIC • DAVE PINE, COUNTY
 MARTHA POYATOS, EXECUTIVE OFFICER • REBECCA ARCHER, LEGAL COUNSEL • ROB BARTOLI, MANAGEMENT

STAFF: ANALYST • ANGELA MONTES, CLERK

RESOLUTION NO. 1250

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 20-04 -
ANNEXATION OF 30 CHEYENNE POINT, PORTOLA VALLEY
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS
AND ORDERING SAID ANNEXATION
AND SUBSEQUENT ANNEXATION TO THE 'ZONE'**

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

EXHIBIT B PAGE 1 OF 3

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) exempt 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 acre, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 30 Cheyenne Point, 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 May 2020.

Ayes and in favor of said resolution:

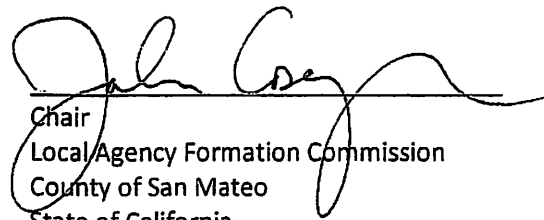
Commissioners: Ann Draper
Rich Garbarino
Don Horsley
Ric Lohman
Mike O'Neill
Warren Slocum
Joshua Cosgrove, Chair

Noes and against said resolution:

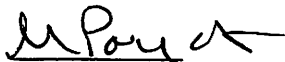
None

Commissioners Absent and/or Abstentions:

Commissioners: None


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

ATTEST:



Executive Officer
Local Agency Formation Commission

Date: 12-29-20

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

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

EXHIBIT B PAGE 3 OF 3



WEST BAY SANITARY DISTRICT AGENDA ITEM 8

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *District Manager's Report*

1) Administrative:

- a. Personnel Policy has been updated with the assistance of the Personnel Committee. The policy is now being reviewed by District's Counsel and should be ready by the May 12th, Board Meeting.
- b. The V.W. Housen and Associates EPA Sewer System Capacity Study has been delivered to the developers who paid for the analysis.
- c. District Manager is working with the Office Manager to reorganize the Administrative Staff to provide admin support to all department heads. Administrative staff will return to work in the office full time beginning on May 3rd.

2) Finance:

- a. The Finance Advisory Committee will be scheduled to review the Investment Policy once District Counsel has reviewed the revised draft policy.
- b. The District received the final large Sewer Service Charge payments from San Mateo County for a total of 9 million dollars. This is the final large payments from the County to cover FY20/21 expenses, other than a remnant check, which should arrive sometime in July.
- c. The 218 Public Hearing will be held on April 28, 2021 for FY21/22 Sewer Service Charges.
- d. The Finance Manager is providing Woodard & Curran financial information which will be used in the formal State Revolving Fund application for the proposed Bay Front Recycle Water Facility. Weekly meetings have been set up so to help with the lengthy process.

3) CIP & IT Projects:

a. Levee Improvement Project:

- i. The Environmental Impact Review for the Levee Improvement and Bayfront Recycled Water Treatment Facility Project at the Flow Equalization and Resource Recovery Facility (FERRF) will come to the Board for acceptance. The Board will be asked to accept the report now that the comment period has ended and comments have been addressed. Accepting the EIR will allow the District to proceed with Levee Improvements to protect against sea level rise and continue plans to build the Bayfront Recycled Water Facility.
- ii. Staff continues to work with SCWA on a Fish and Wildlife grant opportunities to help fund the Levee Improvement Project. A preliminary application has been submitted asking for approximately \$5,000,000 in grant funding towards the Levee Improvement Project. The SCWA requires a 50% match minimum.

Report to the District Board for the Regular Meeting of April 14, 2021

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

b. Construction Capital Improvement Program (CIP)

- i. Aztec Consultants have begun to mobilize in preparation to build the Metal Storage Building at the Flow Equalization Resource Recovery Facility.
- ii. Precision Pipeline continues to work on this year's CIP project. The first construction site was on Gilbert Ave. in Menlo Park. They are currently working on easement pipelines off of Van Buren Road in Menlo Park.
- iii. Freyer & Laureta is working on the Bay Front Improvement projects including the Influent Pump Station.

4) Operations and Maintenance:

a. Collection System:

- i. California Water Environment Association (CWEA) has recognized West Bay for the state-wide Collection System of the Year award. A CWEA representative will attend the Board Meeting to congratulate West Bay for winning this very competitive award. The award recognizes excellence several areas including outstanding maintenance programs, regulatory compliance, safety & training procedures, and overall environmental stewardship and responsibility.
- ii. Crews have been working to uncover a manhole in an easement which is been buried for decades. The manhole was buried by about 6 feet of soil. The cone to the manhole was removed and a new barrel section and cone were added to bring the manhole up to grade. In-house Crews dug as much as 10 feet deep in order to properly reconstruct the manhole.

b. Training:

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

5) Water Quality:

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

- i. Staff met with SHGCC and a solar company to explore a plan for solar power.
- ii. The recycled water plant has been operating well. Staff is regularly working with SHGCC staff to better predict their water requirements.

b. Bayfront Recycled Water Facility (BRWF):

- i. The Recycled Water Team met with the Recycled Water Ad Hoc Committee and District Counsel in a workshop to address several BRWF issues.
- ii. The next step will be to enter into developer agreements with developers in the Bayfront Area.

c. West Bay:

- i. Staff is continuing to evaluate personnel needs to support the Chief Plant Operator (CPO) with the District's recycled water efforts, due to regulatory requirements and staffing overlap; as well as the STEP and Grinder Pump Systems. A Utility Maintenance Worker is being considered to support both the pump station crew and the Chief Plant Operator.

Report to the District Board for the Regular Meeting of April 14, 2021

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

- 6) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. The Ford C-Max hybrid assigned to the District Manager is up for replacement. The Board should have a discussion about purchasing its first full electric vehicle.
- 7) **Personnel:**
 - i. The District's new Modification (Ex-Mod) factor is .76 well below the industry's standard. The Ex-Mod factor is the factor by which a standard workers compensation premium is multiplied to reflect an insured's actual loss experience.
- 8) **Upcoming Events:**
 - a. **Regular Board Meeting:** April 28, 2021 (Treasurer, Thiele-Sardiña should be absent)
 - b. **Budget Workshop:** May 5th, 2021
 - c. **Next Regular Board meetings:** May 12th, 2021
- 9) **Misc./Action Items from Previous Meeting:**
 - a. **West Bay SSOs:** Zero SSOs for March 2021.
 - b. **LAH Contract:** LAH requested a contract extension for one year with a 3% rate increase. The District Manager has negotiated a 4% increase in order to recoup the Teamsters negotiated labor increase of 4% in the most recent contract.
 - c. **Town of Woodside Contract:** Staff is negotiating a 4% increase rather than the customary 3% yearly increase. The 4% is based on labor negotiations.
 - d. **Revenue:** Late notices have been send to rate payers who are over 90 days late in paying the Sewer Service Charge for FY20/21. These rate payers are billed manually. To-date the District is owed approximately \$31,682.52.

Report to the District Board for the Regular Meeting of April 14, 2021

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 9

To: Board of Directors

From: Sergio Ramirez, District Manager

Subject: Consideration to Approve a Resolution to Amend and Extend the Maintenance Services Agreement Between West Bay Sanitary District And The Town Of Los Altos Hills For The Operation And Maintenance Of The Los Altos Hills Sanitary Sewer System And Authorize The District Manager To Execute the Third Amendment to the Agreement

Background

Since August 1, 2014 the West Bay Sanitary District (District) has been under contract through an interagency agreement with the Town of Los Altos Hills (Town) to provide sanitary sewer system operation and maintenance services. The District has provided responsive service consistent with the terms of the agreement and has reduced the Town's Sanitary Sewer Overflow's (SSOs) by over 90%. This arrangement has benefited the community by providing professional and responsive service to residents.

The Town's system consists of approximately 56 miles of collection system pipe, a list of High Frequency pipelines, which require more frequent cleaning due to root intrusion, and two publically owned pump stations. The Town does not have responsibility for the laterals, however, the District does respond to private lateral calls as part of the agreement when necessary.

The District has cleaned the 56 miles of pipeline with the exception of pipes that lack access due to buried manholes or cleanouts where manholes should exist. Town staff works with the District regularly, so as to obtain access whenever possible. The Town's collection system has been video inspected and its condition has been assessed. In the prior amendment to the agreement the District was asked to re-assess the High Frequency list of pipelines. This impacted the manpower used in the Town and inadvertently caused a delay in the 3-year Preventative Maintenance schedule.

Prior to the District engaging in the sanitary sewer system operation and maintenance services the Town formally issued a Request for Proposals (RFP) on April 21, 2014, whereby the District was asked to submit a proposal for the operation and maintenance of the Town's sanitary sewer system on May 27, 2014. Upon reviewing the proposals,

the Town decided the District could be competitive in pricing and provide superior maintenance services that could lead to the overall improvement of the performance of their collection system. On August 1, 2014 the District and the Town entered into its first interagency agreement to provide sewer system services. On June 18th 2015, the Town Council approved amendment number one, to the original one-year agreement, to provide these sanitary sewer system services for an additional three years.

The District and the Town entered into another three-year contract beginning August 1, 2018 to July 30, 2021 by amending the previous three-year contract using an approved amendment number two. The Town would like to amend the original agreement for the third time and has asked for a one-year extension to July 30, 2022.

Analysis

Some of the highlights of the extended maintenance agreement between the Town and District are to continue to:

1. Maintain 2 pump stations.
2. Clean a total of 56 miles of sewer line within a three-year basis in addition to their "High Frequency" pipeline segments.
3. CCTV a total of 9.3 miles of pipelines per the contract (this provides for a six- year CCTV inspection schedule.)
4. CCTV their "High Frequency" list as needed.
5. Respond to SSOs and private lateral service calls.
6. Maintain the Geographic Information System (GIS) and the Computerized Maintenance Management System (CMMS) database in District's existing GIS and CMMS in order to update maintenance records as sewer related work is performed throughout the Town.
7. Provide monthly summary reports.
8. Provide optional Pipe Patch spot repairs.

Another option includes performing root foaming to a portion of the Town's system using the District's existing root foaming contract. This is a pass-through charge from the root control company to the Town. Quantities for root foaming may be adjusted based on the Town's root foaming plan and additional information gathered by the District in the course of operating and maintaining the sanitary sewer system. Data collected from cleaning, video inspecting, and root foaming will be updated into the CMMS system by the District.

The District negotiated a 4 percent annual cost adjustment to the contract based on the negotiated union labor contract which became effective July 1, 2019. The District absorbed the labor rate increase since it was under a three-year agreement with the Town. The District also negotiated an increase to the number of hours allowed to maintain the GIS and CMMS for the Town. The District has found that this task is shared by several staff members and has been underfunded for several years. The new amount will change from 120 hours to 240 hours per year.

Since both the District and the Town are local government agencies without a profit margin, the proposed one-year extension will allow District staff and the Town time to negotiate a longer term interagency agreement if it determined to be in the parties' mutual interest.

The attached resolution authorizing the District Manager to execute a one-year extension with the Town includes sanitary sewer systems operation & maintenance, 24/7 emergency services, asset management services, Pipe Patch spot repairs, and root foaming. This extension has a not-to-exceed amount of five hundred and fifty thousand dollars. The proposed term of the amended interagency agreement extension is from August 1, 2021 to July 31, 2022.

Relevance to Strategic Plan

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

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

Fiscal Impact

The agreement extension is in the amount not-to-exceed \$550,000 and will allow the District to recover its expenses in extending its sanitary sewer services to the Town of Los Altos Hills. The revenue will be sufficient to continue to support two full-time employees at the fully loaded rate and recover the cost of tools, equipment, and materials used in the Town, including fuel and diesel expenses.

Recommendation

The District Manager recommends the Board adopt the resolution to amend and extend the Maintenance Services Agreement Between West Bay Sanitary District and the Town of Los Altos Hills for the Operation and Maintenance of the Los Altos Hills Sanitary Sewer System and Authorize the District Manager to Execute the Third Amendment to the Maintenance Services Agreement on behalf of the District.

Attachment: Resolution
Sewer Agreement Amendment 3 (1-year extension)
Exhibit A Pricing Schedule
Los Altos Hills Maint. Agreement August 2018 Amendment 2
Town of Los Altos Hills Staff Report to City Council April 15, 2021

RESOLUTION NO. _____(2021)

RESOLUTION TO APPROVE THIRD AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF LOS ALTOS HILLS FOR THE OPERATION AND MAINTENANCE OF THE LOS ALTOS HILLS SANITARY SEWER SYSTEM AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE SAME ON BEHALF OF THE DISTRICT

WHEREAS, the Board of Directors of the West Bay Sanitary District Board has read and considered that certain THIRD AMENDMENT TO MAINTENANCE SERVICES AGREEMENT BETWEEN THE TOWN OF LOS ALTOS HILLS AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM ("Agreement").

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

Section 1. Public interest and convenience require the West Bay Sanitary District to enter the Third Amendment to the Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$550,000.00 (five hundred and fifty thousand dollars) to provide preventive maintenance, emergency call-out, and asset management services over the next year.

Section 2. The Board of Directors of the West Bay Sanitary District hereby approves to the Agreement and the District Manager is hereby authorized on behalf of the District to execute the same.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a meeting thereof held on 28th day of April, 2021, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

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

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

**THIRD AMENDMENT TO MAINTENANCE SERVICES AGREEMENT BETWEEN
THE TOWN OF LOS ALTOS HILLS
AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE
OF LOS ALTOS HILLS SANITARY SEWER SYSTEM**

This Third Amendment (“Amendment”) by and between the Town of Los Altos Hills (“TOWN”) and West Bay Sanitary District (“West Bay”) is dated for references purposes as of April _____, 2021, with reference to the following facts:

RECITALS

WHEREAS, on August 1, 2014, TOWN and West Bay entered into an agreement entitled “Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Opertaion and Maintenance of Los Altos Hills Sanitary Sewer System”, (“Agreement”); and

WHEREAS, on August 1, 2015, TOWN and West Bay extended the term of the Agreement through an amendment entitled “Amendment to Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Opertaion and Maintenance of Los Altos Hills Sanitary Sewer System”, (“First Amendment”); and

WHEREAS, on July 19, 2018, TOWN and West Bay agreed to modify the scope of work and extend the term of the Agreement through an amendment entitled “Second Amendment to Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Opertaion and Maintenance of Los Altos Hills Sanitary Sewer System”, (“Second Amendment”); and

WHEREAS, both parties desire to amend the Agreement to adjust the amount of compensation, and extend the term of the Agreement.

NOW THEREFORE, In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, TOWN and West Bay hereby agree that the following section of the aforesaid agreement dated August 1, 2014, as modified by the First and Second Amendment, is amended to read as follows:

1. Revision to Section 1 (with additions in *italics* and deletions in ~~strikethrough~~)

Section 1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on ~~July 31, 2021~~ *July 31, 2022*, the date of completion specified in **Exhibit A** (*as modified by this Amendment pursuant to Section 3 below*), and Contractor shall complete the work described in **Exhibit A** (*as modified by this Amendment pursuant to Section 3 below*) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 *of the Agreement*. The time provided to Contractor to complete the services required by this Agreement shall not affect the Town’s right to terminate the Agreement, as provided for in Section 8 *of the Agreement*.

2. **Revision to the first paragraph of Section 2 (with additions in *italics* and deletions in ~~strikethrough~~)**

Section 2. COMPENSATION. Town hereby agrees to pay Contractor a sum not to exceed ~~\$1,489,556 (one million four hundred eight nine thousand and five hundred and fifty six dollars)~~ *\$550,000 (five hundred and fifty thousand dollars)* based on the scope of services and prices set forth in **Exhibit A** *(as modified by this Amendment pursuant to Section 3 below)*, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as **Exhibit A** *(as modified by this Amendment pursuant to Section 3 below)*, regarding the amount of compensation, the Agreement shall prevail. Town shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified ~~below~~ *herein* shall be the only payments from Town to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to Town in the manner specified herein. Except as specifically authorized by Town, Contractor shall not bill Town for duplicate services performed by more than one person.

3. **Replacement of Exhibit A**

Existing Exhibit A to the Agreement, as amended by the First and Second Amendments, shall be replaced, in its entirety, with the attached Exhibit A entitled "Price Schedule 2021-2022" and incorporated herein.

4. **General Provisions**

- A. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- C. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
- D. In case of any conflict between any term or provision of this Amendment and any term of provision of the Agreement, the term or provision of this Amendment shall govern.
- E. This Amendment shall be deemed to be made in, and construed in accordance with, the laws of the State of California. In the event suit is brought by either party hereunder, the Parties agree that venue for such action shall be vested in the state courts of California in the County of Santa Clara or in the United States District court in the Northern District of California.
- F. This Amendment may be executed by electronic means and in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, this Amendment has been executed as of the date set forth above.

WEST BAY SANITARY DISTRICT

TOWN OF LOS ALTOS HILLS

APPROVED AS TO FORM
AND LEGALITY:

APPROVED AS TO FORM
AND LEGALITY:

District Counsel

City Attorney

AGREED:

AGREED:

District Manager

City Manager

3723840.1



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 5**

To: Board of Directors

**From: Sergio Ramirez, Operations Superintendent
Phil Scott, District Manager**

Subject: Consider Adopting Resolution to Amend and Extend the Maintenance Services Agreement Between West Bay Sanitary District And The Town Of Los Altos Hills For The Operation And Maintenance Of The Los Altos Hills Sanitary Sewer System And Authorize The District Manager To Execute the Second Amendment to the Agreement

Background

In June of 2013 the District Manager and Vivian Housen, of VWH Associates provided the Board with an update regarding the potential of consolidating sewer services with agencies in our area and the progress of an Interagency Utility Coordination Study.

At that time the Board directed the District Manager and Ms. Housen to proceed with discussions with several agencies which could possibly lead to Interagency Maintenance Agreements as well as discussions with agencies that could possibly lead to other resource sharing arrangements including consolidation.

As a result discussions were held with the Town of Los Altos Hills (Town) just to the south of the District. The Town has approximately 56 miles of collection system pipe and does not have responsibility for the laterals. The Town is responsible for 2 publically owned pump stations.

The Town formally issued a Request for Proposals (RFP) on April 21, 2014 for which the District submitted a proposal for the Operation and Maintenance of the Los Altos Hills Sanitary System on May 27, 2014. Upon reviewing the proposals the Town decided the District could be competitive in pricing and provide superior maintenance services that would lead to the overall improvement of the performance of their collection system. On August 1, 2014 the District and the Town entered into its first interagency agreement to provide sewer system services. On June 18th 2015, the Town Council approved an amendment to the original agreement to provide these sewer system services for a three year contract period.

Since August 1, 2014 the District has been under contract with the Town and has provided responsive service consistent with the terms of the agreement. Approximately 56 miles of pipeline have been cleaned, 56 miles have been video inspected, and Sanitary Sewer Overflows have considerably declined due to the District's efforts. Two sewer pump stations have been maintained during this contract.

The Town would like to enter into another three year contract beginning August 1, 2018 to July 30, 2021 by amending the previous three year contract.

Analysis

Some of the highlights of the extended maintenance agreement between the Town and District are:

1. Maintain 2 pump stations.
2. Clean a total of 56 miles of sewer line within the three year contract in addition to their "High Frequency" pipe segment cleaning.
3. CCTV a total of 9.3 miles of sewer line each year per contract (half of the system is to be inspected within the three year contract.)
4. CCTV their "High Frequency" list to evaluate the current preventative maintenance schedules.
5. Respond to SSOs and lateral service calls to determine if main is stopped up.
6. Maintain the CMMS data in District's CMMS system and update maintenance records as maintenance is performed.
7. Provide monthly summary reports.

Another option provided is to perform root foaming to a portion of the Town's system using the District's existing root foaming contract. Actual quantity for root foaming may be adjusted based on development of a root foaming plan and additional information. All data collected from cleaning, video inspecting, root foaming, and manhole locating will be updated into the Town's CMMS system by the District.

The District's new proposal includes an overall 3 percent annual cost of living adjustment along with the following adjustments and options:

1. Unscheduled Pump Station Repairs as needed. The estimated price of \$748 per incident is based on 4 labor hours per call using the Pump Supervisor and Pump Mechanic at their regular labor rate excluding materials/parts.

The proposed three year extension with the District has been reviewed by staff and the Town and the recommendation is to adopt the attached resolution authorizing the District Manager to execute an extension with Town of Los Altos Hills for providing operation and maintenance services for sanitary sewer systems, 24/7 emergency and call-out services, asset management services, manhole data collection, and root foaming. This

three year contract agreement has a not-to-exceed amount of \$1.49 million. The three year extension will allow West Bay to complete another full round of cleaning and to CCTV inspect half of the Town's system. The proposed term of the amended agreement is from August 1, 2018 to July 31, 2021.

Relevance to Strategic Plan

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

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

Fiscal Impact

The agreement is in the amount of \$1.49 million for the three year period and may have a slight positive fiscal impact. The revenue would be sufficient to support two full time employees at the fully loaded rate and recover the cost of the equipment and materials used including fuel.

Recommendation

The District Manager recommends the Board adopt the resolution to amend and extend the Maintenance Services Agreement Between West Bay Sanitary District and the Town of Los Altos Hills for the Operation and Maintenance of the Los Altos Hills Sanitary Sewer System and Authorize the District Manager to Execute the Second Amendment to the Maintenance Services Agreement on behalf of the District.

Attachment: Resolution

Proposal for Sewer Maintenance Activities by West Bay Sanitary District Years 1 through 3 (August through July 31, 2021)

Second Amendment to the Maintenance Agreement

Original Town of Los Altos Hills Agreement

Town of Los Altos Hills Staff Report to City Council

RESOLUTION NO. _____(2018)

RESOLUTION TO AMEND AND EXTEND THE MAINTENANCE SERVICES AGREEMENT BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF LOS ALTOS HILLS FOR THE OPERATION AND MAINTENANCE OF THE LOS ALTOS HILLS SANITARY SEWER SYSTEM AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT ON BEHALF OF THE DISTRICT

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

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

Section 1. Public interest and convenience require the West Bay Sanitary District to enter the Second Amendment to the Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$1.49 million to provide preventive maintenance, emergency call-out, and asset management services over the next three years.

Section 2. The West Bay Sanitary District hereby approves the to the Agreement for Sanitary Sewer System Operations and Maintenance Services and the District Manager is hereby authorized on behalf of the District to execute the Second Amendment to the Agreement between the West Bay Sanitary District and Town of Los Altos Hills.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a meeting thereof held on 8th day of August, 2018, 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

Attachment 3

EXHIBIT A

Task	Description of Work to be Completed on an Annual Basis	2018 Unit Cost	Unit	Quantity per Year	8/1/18 through 7/30/19	8/1/19 through 7/30/20	8/1/20 through 7/30/21	3-Year Total
1	Pump Station Maintenance. West Bay will continue to maintain the Town's two pump stations following the schedule outlined in the original RFP, and will also provide 24-hour emergency response. Pump station maintenance includes wet well cleaning twice annually and degreaser application as needed.	\$1,879.50	month	12	\$ 22,554	\$ 23,231	\$ 23,928	\$ 69,712
2	Preventative Maintenance Cleaning. West Bay will clean up to 69,023 feet of mainline pipe every year for three years. This does not include the feet of mainline pipe cleaned in the High Frequency Schedule.	\$ 1.33	If	69,023	\$ 91,801	\$ 94,555	\$ 97,391	\$ 283,746
3	High Frequency PM Cleaning. West Bay will clean up to 89,000 feet of mainline pipe. This is in addition to the regular Preventative Maintenance Cleaning performed each year.	\$ 1.33	If	89,000	\$ 118,370	\$ 121,921	\$ 125,579	\$ 365,870
4	CCTV Pipeline Inspection. West Bay will complete CCTV inspection of approximately 49,345 each year on a 6 year cycle, using NASSCO PACP standards. Defects and other collection information will be included in the CMIMS.	\$ 1.75	If	49,345	\$ 86,354	\$ 88,944	\$ 91,613	\$ 266,911
5	Response to Category 2 and 3 Sanitary Sewer Overflows. West Bay will follow the Town's SSMP and OERP in responding to and conducting initial reporting of SSOs. The Town will serve as the LRO. The Town's SSMP will closely follow the West Bay SSMP, which requires response within 60 minutes from notification. Following the SSO, and subsequent CCTV inspection, West Bay will make recommendations as to follow-up actions, including identifying issues related to lateral connections. We consider SSO Avoidance and Response as the most critical components of our operating strategy, and are well trained to address SSOs of all sizes, at any time, as described further in the original proposal. This item proposes a "per-SSO" approach. West Bay agrees to complete SSO response at no cost to the Town if the SSO in question resulted from inadequate cleaning by West Bay up to six months prior to the SSO.	\$1,639	each	3	4,917	5,065	5,216	15,198

6	Response to Category 1 SSOs. West Bay will provide SSO response as described in Item 5. This will include appropriate creek mitigation when necessary for first 4 hours. (\$650 for every hour thereafter.) If a technical report is required an additional \$1,800 charge will apply.	\$2,616	each	2	5,232	5,389	5,551	16,172
7	SSO Response for Private Laterals. West Bay will respond to SSOs related to private laterals, including determining ownership, notifying the owner of the issue, providing the owner with the Town's SSO response plan, and entering information into CMMS.	\$349	each	5	1,745	1,797	1,851	5,394
8	CCTV Inspection Quality Control - West Bay will randomly select two line segments per month which have been cleaned in the prior month to verify the quality of the cleaning.	\$537	each	24	\$ 12,888	\$ 13,275	\$ 13,673	\$ 39,836
9	GIS and CMMS Updates. West Bay will continue to update the Town's GIS and CMMS files in a efficient and useful manner as determined by West Bay. The Town will continue to have limited online access to the database. West Bay will integrate new line attribute data into the maps on a monthly basis, and will update the network configuration on a quarterly basis or as-needed. This work is anticipated to include approximately 10 hours per month and no more than 120 hours per year unless authorized by the Town.	\$141.00	hour	120	\$ 16,920	\$ 17,428	\$ 17,950	\$ 52,298
10	Monthly Management Report. West Bay will continue to provide monthly O&M reports to the Town in the format that is currently in use.	\$532	month	12	\$ 6,384	\$ 6,576	\$ 6,773	\$ 19,732
Subtotal Tasks 1 through 10					\$ 354,276	\$ 364,905	\$ 375,852	\$ 1,095,033
Optional 1	Pump Station Unscheduled Repairs. West Bay will perform unscheduled repairs to pump stations as needed. Time and Material will be charged for this service. Pump Supervisor \$106 per hour/ \$136 per hour at overtime rate. Pump Station Mechanic \$81 per hour/ \$104 per hour at overtime rate. (Estimated price based on one 4 hour call using Pump Supervisor and Pump Mechanic at regular labor rate only excluding material/parts.) Tasks lasting more than 4 hours in duration will require approval by Town representative.	\$748.00	each					

Optional 2	<p>Unscheduled Cleaning. Clean up to 7,200 feet of mainline pipe. This is in addition to the regular Preventative Maintenance and High Frequency Cleaning. Unscheduled Cleaning is line cleaning required for proper CCTV inspection or upon the Town's request. This charge will not apply to CCTV if the line segment has been cleaned within 6 months.</p>	1.33	If					
Optional 3	<p>High Frequency PM CCTV Assessment: West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency. Once the CCTV inspections are performed and reassessed, it is anticipated that we will be able to reduce the amount of lines designated to the High Frequency list. This CCTV includes a cleaning if necessary.</p>	\$ 2.42	If					
Optional 4	<p>High Frequency PM CCTV Assessment OVERTIME (O.T.): West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency using Overtime. Once the CCTV inspections are performed and reassessed, it is anticipated that we will be able to reduce the amount of lines designated to the High Frequency list. This CCTV includes a cleaning if necessary.</p>	\$ 2.60	If					
Optional 5	<p>Pass-through contract with Duke's for root foaming. Assumes half of the pipes within 1/3 of service area require treatment annually.</p>	\$1.04	If					
Optional 6	<p>Pipe Patch Repairs. West Bay will perform upto 12 PipePatch repairs as requested by the Town.</p>	\$ 1,538.00	each					
Optional 7	<p>Additional Work Rates: RCC \$123 Hr / \$158 O.T., PS Super \$106 hr / 136 O.T., PS Mech. \$81 hr. / \$104 O.T., Field Supervisor \$91 hr. / \$117 O.T., Maintenance Tech \$81 hr. / \$104 O.T., Maintenance Worker \$71 hr. / \$91 O.T.</p>							
Optional 8	<p>Audits: West Bay will perform a 2 year Audit of the effectiveness of the SSMP and recommend revisions, if needed, in year 2020 = \$1,800. West Bay will secure consultant for an independent 5-year Audit as required by GWDR 2006-003 in year 2019 at cost plus 10% (estimated at \$15,000 for 5-year audit).</p>							

**SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT
BETWEEN
THE TOWN OF LOS ALTOS HILLS
AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE
OF LOS ALTOS HILLS SANITARY SEWER SYSTEM**

This amendment ("Amendment") by and between the Town of Los Altos Hills ("TOWN") and West Bay Sanitary District ("West Bay") is dated for references purposes as of August _____, 2018, with reference to the following facts:

RECITALS

WHEREAS, on August 1, 2014, TOWN and West Bay entered into an agreement entitled "Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System", ("Agreement"); and

WHEREAS, on August 1, 2015, TOWN and West Bay entered an amendment entitled "Amendment to Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System", ("First Amendment"); and

WHEREAS, both parties desire to amend the Agreement in order to modify the scope of work and to extend the term of the Agreement.

NOW THEREFORE, In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, TOWN and West Bay hereby agree that the following section of the aforesaid agreement dated August 1, 2014, as modified by the First Amendment, is amended to read as follows:

1. Revision to Section 1 (with additions in *italics* and deletions in ~~strikethrough~~)

1.1. Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on ~~July 31, 2018~~ *July 31, 2021*, the date of completion specified in Exhibit A, and Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the Town's right to terminate the Agreement, as provided or in Section 8.

2. Revision to the first paragraph of Section 2 (with additions in *italics* and deletions in ~~strikethrough~~)

Section 2. COMPENSATION. Town hereby agrees to pay Contractor a sum not to exceed ~~\$1,285,000 (one million two hundred and seventy-five thousand dollars)~~ *\$1,489,556 (one million four hundred eight-nine thousand and five hundred and fifty-six dollars)*, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and

reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. Town shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Town to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to Town in the manner specified herein. Except as specifically authorized by Town, Contractor shall not bill Town for duplicate services performed by more than one person.

3. Exhibit A

Existing Exhibit A "Town of Los Altos Hills Proposal for Sewer Maintenance Activities by West Bay Sanitary District Years 1 through 3 (August 1 through July 31)" shall be replaced, in its entirety, with the attached Exhibit A.

4. General Provisions

- A. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- C. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
- D. In case of any conflict between any term or provision of this Amendment and any term of provision of the Agreement, the term or provision of this Amendment shall govern.
- E. This Amendment shall be deemed to be made in, and construed in accordance with, the laws of the State of California. In the event suit is brought by either party hereunder, the Parties agree that venue for such action shall be vested in the state courts of California in the County of Santa Clara or in the United States District court in the Northern District of California.
- F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, this Amendment has been executed as of the date set forth above.

WEST BAY SANITARY DISTRICT

TOWN OF LOS ALTOS HILLS

APPROVED AS TO FORM
AND LEGALITY:

District Counsel

AGREED:

District Manager
2463185.1

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

AGREED:

City Manager

**MAINTENANCE SERVICES AGREEMENT BETWEEN
THE TOWN OF LOS ALTOS HILLS AND
WEST BAY SANITARY DISTRICT
FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM**

THIS AGREEMENT for consulting services is made by and between the Town of Los Altos Hills ("Town") and West Bay Sanitary District ("Contractor") (together sometimes referred to as the "Parties") as of Aug 1, 2014 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to Town the services described in the Scope of Work attached as **Exhibit A**, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibit A**, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on July 31, 2015, the date of completion specified in **Exhibit A**, and Contractor shall complete the work described in **Exhibit A** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the Town's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

1.3 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Town, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from Town of such desire of Town, reassign such person or persons.

1.4 Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. Town hereby agrees to pay Contractor a sum not to exceed \$277,048.00, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as **Exhibit A**, regarding the amount of compensation, the Agreement shall prevail. Town shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the

Consulting Services Agreement between _____ DATE / /
Town of Los Altos Hills and West Bay Sanitary District _____ Page of

only payments from Town to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to Town in the manner specified herein. Except as specifically authorized by Town, Contractor shall not bill Town for duplicate services performed by more than one person.

Contractor and Town acknowledge and agree that compensation paid by Town to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. Town therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At Town's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder;
- The Contractor's signature.

2.2 Monthly Payment. Town shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Town shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.

2.3 Final Payment. Town shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to Town of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. Town shall pay for the services to be rendered by Contractor pursuant to this Agreement. Town shall not pay any additional sum for any expense or cost

whatsoever incurred by Contractor in rendering services pursuant to this Agreement. Town shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.7 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the Town or Contractor terminates this Agreement pursuant to Section 8, the Town shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit B**, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the Town. Such insurance may be provided through Contractor's participation in the California Sanitation Risk Management Authority. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to Town. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers'

Consulting Services Agreement between
Town of Los Altos Hills and West Bay Sanitary District _____

DATE ____/____/____
Page __ of __

Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the Town and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to Town and its officers, employees, agents, and volunteers.

Consulting Services Agreement between
Town of Los Altos Hills and West Bay Sanitary District _____

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4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The Town shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the Town prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish Town with complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in

coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to Town at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. Town and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to Town or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the Town and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Town shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the approval of Town for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to Town, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Variation. The Town may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the Town's interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies Town may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Town may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Town may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall indemnify, defend with counsel selected by the Town, and hold harmless the Town and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the Town or its officers, employees, agents, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Town of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Town, Contractor shall indemnify, defend, and hold harmless Town for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Town.

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Notwithstanding the foregoing, CONTRACTOR shall not be required by this Section 5 to indemnify, hold harmless or defend the TOWN for liability, including but not limited to fines or civil penalties imposed by regulatory authorities or non-governmental entities pursuant to the Clean Water Act or state law, that may arise if any part of the System fails, overflows, or otherwise causes damages or costs, provided that the failure, overflow, or other cause of the damage was not proximately caused by the Contractor's negligence in the performance of work specified by this Agreement. Examples of such failure, overflow or other problem include, but are not limited to: blockages that are proximately caused by facilities that are prone to severe root intrusion or blockages because the facilities are beyond their useful life (as determined by video inspection with high PACP ratings) or are improperly installed or damaged; blockages proximately caused by construction activities, earthquakes or settling; blockages caused by FOG build-up or other obstructions; provided that such blockages could not reasonably be anticipated in a particular segment based on historic data; or blockages caused by acts of vandalism or negligence of any third party. TOWN agrees to hold CONTRACTOR free and harmless and to indemnify CONTRACTOR and its officers, officials, employees and agents from all such claims, demands, damages, liabilities, losses and costs of whatever nature arising from, connected with, or related to such system failures, overflows, or other events, (except for any overflow that occurs on a particular sewer segment/facility where the CONTRACTOR has performed maintenance within 90 days prior to the overflow and is caused by a condition that CONTRACTOR reasonably should have discovered during the maintenance activity, and either: (1) CONTRACTOR has not made notification to TOWN as to the condition; or (2) the cause of the overflow would be reasonably expected to be eliminated by said maintenance) or that arise from or are proximately caused by TOWN's performance of work which is not included within the scope of this Agreement.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of Town. Town shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Town shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Town, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Town and entitlement to any contribution to be paid by Town for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Contractor No Agent.** Except as Town may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.

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Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which Town is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to Town that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of what-so-ever nature that are legally required to practice their respective professions. Contractor represents and warrants to Town that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from Town.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** Town may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon ninety (90) days written notice to Town and shall include in such notice the reasons for cancellation.

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In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; Town, however, may condition payment of such compensation upon Contractor delivering to Town any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the Town in connection with this Agreement.

8.2 Extension. Town reserves the right not to extend this Agreement. However, upon the mutual agreement of Town and Contractor, Town may extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor's compensation during such extension shall be determined by mutual agreement of Town and Contractor at the time of extension.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. Town and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Town for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Town and Contractor shall survive the termination of this Agreement.

8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, Town's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;

8.6.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; and/or

8.6.4 Charge Contractor the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that

Town would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Town. Contractor hereby agrees to deliver those documents to the Town upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Town and are not necessarily suitable for any future or other use. Town and Contractor agree that, until final approval by Town, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Town. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of the Town, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** All responses to a Request for Proposals (RFP) or invitation to bid issued by the Town become the exclusive property of the Town. At such time as the Town selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Contractor and plainly marked as "Business Secret" or Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The Town shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Contractor has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Town may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Contractor agrees to indemnify, defend and hold harmless the Town, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the Town in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Town's award of the contract. In submitting a proposal, Contractor agrees that this indemnification survives as long as the trade secret information is in the Town's possession, which includes a minimum retention period for such documents.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Santa Clara or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

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10.6 **Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of Town or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any Town official in the work performed pursuant to this Agreement. No officer or employee of Town shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the Town. If Contractor was an employee, agent, appointee, or official of the Town in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the Town for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by the Town's Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Contractor shall be sent to:

District Manager, West Bay Sanitary District
Phil Scott
500 Laurel Street
Menlo Park, CA 94025

Any written notice to Town shall be sent to:

Public Works Director, Town of Los Altos Hills
Richard Chiu Jr.
26379 Fremont Road
Los Altos Hills, CA 94022

10.11 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as **Exhibit A**, represents the entire and integrated agreement between Town and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

TOWN OF LOS ALTOS HILLS



Carl Cahill, City Manager

WEST BAY SANITARY DISTRICT



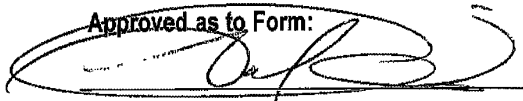
Phil Scott, District Manager

Attest:




City Clerk

Approved as to Form:



District Counsel

Approved as to Form:



City Attorney

207532.1
2299788.1

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Request for Proposals

2014 Sanitary Sewer System Operations and Maintenance

**Public Works Department
Town of Los Altos Hills
26379 Fremont Road
Los Altos Hills, CA 94022**

April 21, 2014

The Town of Los Altos Hills is accepting proposals to select a qualified firm to provide Sanitary Sewer System Operation and Maintenance for the municipal wastewater collection system.

The intent of this request for proposals is to obtain a qualified firm who has the ability to develop and implement a comprehensive and effective operation and maintenance schedule using a map based Computerized Maintenance Management System (CMMS), apply adequate cleaning technique, provide preventive measures, respond to SSO and other emergency situations promptly, inspect the collection system via CCTV, provide and maintain the CMMS system, recommend repairs to pump stations and collection systems, appropriately manage/maintain the entire sanitary sewer collection system. The CMMS software to be provided is intended to aid Public Works personnel in furthering their goal of providing prioritized, responsive, professional, and cost-effective municipal services to the residents of Los Altos Hills. All work included in this proposal shall be subject to prevailing wages. All questions regarding this Request for Proposals (RFP) shall be directed to Richard Chiu, Public Works Director, at (650) 947-2516

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in, "Detailed Description of Work," of this notice. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized services and financial resources to carry out the work without delay or shortcomings. The proposals shall be submitted to the City Clerk, Town of Los Altos Hills, 26379 Fremont Road, Los Altos Hills, California, 94022, no later than:

2:00 p.m. on May 20, 2014

Each proposer shall submit three (3) bound sets of the proposal in accordance with, "PROPOSAL REQUIREMENTS." This Request for Proposals and other related documents are available on the Town's website.

Exhibit A

Subject: Request for Proposal (RFP) – 2014 Sanitary Sewer System Operations and Maintenance for the Town of Los Altos Hills

The Town of Los Altos Hills (Town) is accepting proposals from qualified firms to provide Sanitary Sewer System Operation and Maintenance for the municipal wastewater collection system as described below.

Background

The Town of Los Altos Hills (Town) covers an 8.4 square mile area in Santa Clara County adjacent to the City of Los Altos and the City of Palo Alto. The Town is primarily residential, with a population of approximately 8,300 and a minimum parcel size of one acre. Approximately half of the Town's residents are served by the sanitary sewer system and the remainder utilizes septic tanks.

The Town owns and operates the sanitary sewer collection system consisting of approximately 296,070 feet (±56 miles) of pipes. Pipe diameters range from 4 to 12 inches, with approximately 77% of the system being vitrified clay pipe and 74% of the system being 6 inches in diameter. There are approximately 1,700 manholes and cleanouts including two lift stations. As shown in Attachment No. A1 (Town's sewer maps-2), sewer mains run under the roadway, sewer easements in the private properties, and Town's open space. The collected sewage is conveyed to the Palo Alto Regional Water Quality Control Plant through the collection systems of the City of Palo Alto and the City of Los Altos.

The Town is responsible for maintaining sewer mains but the maintenance of sewer lateral between building and the main shall be private property owner's responsibility.

The Town is responsible to provide reliable sanitary sewer system for the community and together with contractor's expertise, it is expected that the contractor will not only maintain the service level of the sewer system but also limit the number of sanitary sewer overflows. It is anticipated that the contractor will take complete responsibility for maintenance of the sanitary sewer collection system (SSCS). The successful bidder will be incentivized to perform in an effective and efficient manner, and such performance should permit a greater level of profitability.

Town reserves the right not to extend this Agreement. However, upon the mutual agreement of Town and Contractor, Town may extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor's compensation during such extension shall be determined by CPI index at the time of extension.

General Scope of Work

The intent of this maintenance program is to obtain a qualified contractor who has the ability to develop and implement a comprehensive and effective operation and maintenance schedule using a map based Computerized Maintenance Management System (CMMS), apply adequate cleaning technique, provide preventive measures, respond to SSO and other emergency situations promptly, inspect the collection system via CCTV using NASSCO PACP standards, maintain and update the CMMS system, recommend repairs to pump stations and collection systems, appropriately manage the entire sanitary sewer collection system, and maintain open communication with Town staff at all times. The CMMS software is intended to aid Public Works personnel in furthering their goal of providing prioritized, responsive, professional, and cost-effective municipal services to the residents of Los Altos Hills. **All work included in this proposal shall be subject to prevailing wages.**

Detail Description of Work

1. Town Owned Lift Station Maintenance at Purissima Road and O'Keefe Road (Bid Item No. 1)

- a. **Purissima Sanitary Lift Station**

Contractor shall perform the following services as outlined below to ensure optimum performance of the various equipment including the pumps and generator:

Services to be performed each week

- (1) Visually inspect and check the wet well levels to ensure proper automatic start/stop levels for the pumps
- (2) Check pumps for unusual noise or vibrations
- (3) Inspect dry pit pumps and motors for leaks, unusual noise or vibrations
- (4) Record hour meter readings for each pump bank
- (5) Clean and maintain the pumping plant area
- (6) Inspect the motor control center to ensure proper operations

Services to be performed every two weeks

- (1) Record generator hour meter reading
- (2) Check generator batteries, fuel, oil and coolant levels
- (3) Exercise generator, simulating power failure to insure automatic startup

Services to be performed every 2 months

- (1) Conduct amperage test on each pump bank
- (2) Perform meg test on each pump motor to detect moisture in windings

Services to be performed every year

- (1) Perform yearly maintenance and inspection of the sewer pumps per current ITT Flygt recommended checklist (See attachment No. A2).

Services to be performed as needed

- (1) Vacuum wet well on an as needed basis, but at least two times per year.
- (2) Utilize lift station degreaser as needed to control Fats, Oils, and Grease (FOG).
MSDS for any product used shall be submitted to the Town for approval prior to use at lift stations.

Contractor shall provide monthly reports of all work performed for each pump station no later than the 15th day of the month following the performance of services. Cost for responding to and investigating pump station alarms shall be included in this bid item.

b. O'Keefe Road Sanitary Lift Station

Contractor shall perform the following services as outlined below to ensure optimum performance of various equipment including pumps:

Services to be performed each week

- (1) Visually inspect and Check the wet well levels to ensure proper automatic start/stop levels for the pumps
- (2) Check pumps for unusual noise or vibrations
- (3) Record hour meter readings for each pump bank
- (4) Clean and maintain the pumping plant area
- (5) Inspect the motor control center to ensure proper operations

Services to be performed every 2 month

- (1) Conduct amperage test on each pump bank.
- (2) Perform meg test on each pump motor to detect moisture in windings

Services to be performed every year

- (1) Perform yearly maintenance and inspection of the sewer pumps per current ITT Flygt recommended checklist (See attachment No. A2).

Services to be performed as needed

- (1) Vacuum wet well on an as needed basis, but at least two times per year.
- (2) Provide a portable generator within one hour of notification.
- (3) Utilize lift station degreaser as needed to control Fats, Oils, and Grease (FOG).

Contractor shall provide monthly reports of all work performed for each pump station no later than the 15th day of the month following the performance of services. Cost for responding to and investigating pump station alarms shall be included in this bid item.

2. Cleaning and Flushing of sewer mains within the right-of-way (ROW) (Bid Item No. 2, see Attachment No. A3 for more detail on cleaning)
 - a. Contractor shall develop and submit an overall maintenance plan and schedule using the CMMS system for cleaning and flushing of ROW lines in the street within the first month of contract and provide updates on the 15th day of every month thereafter. Plan shall be designed to reduce and eliminate stoppages, sanitary sewer overflows (SSO's), and sanitary sewer backups. Submit updated plan and schedule a month ahead of time indicating areas to be flushed and cleaned for Town's review and approval.
 - b. Contractor shall be responsible for maintaining all sewer mains in the road right-of-way. Any mainline which can be accessed from at least one structure (manhole or cleanout) in the roadway right-of-way is considered part of bid item No.2, road ROW.
 - c. Maintenance work shall include thorough cleaning to remove and capture roots, debris, fats, oils, and grease. Contractor will provide traffic control as needed and all labor and materials to flush and clean a minimum of 7,800 linear feet (measured in one direction) of pipe per month. The contractor shall prioritize flushing and cleaning efforts to reduce the overflow incidents. The contractor shall utilize high pressure jet flushing, power rodding, hand rodding and other methods to maintain the lines.
 - d. The contractor shall have the following equipment available at any given time for maintaining ROW lines: 1- High pressure jet flushing unit with a built in vacuum, 1- power rodding machine, 1- hand rodding setup.
 - e. Contractor shall utilize the Town's manhole and segment numbering system when recording maintenance efforts in the CMMS system.
 - f. Contractor will be required to provide monthly reports of all work performed including total sewer line footage cleaned and notify Town of problem areas needing attention and/or actions, including but not limited to missing manhole or mislabeled information from the Town's map. Monthly reports to be received no later than the 15th day of the month following the performance of work
 - g. Contractor shall develop a hot spot list and flush and clean the sewers with a history of stoppages at regular intervals of 3, 6, or 12 months or more as necessary depending upon the frequency of recurring stoppages. Cleaning of lines shall be per attached specifications Attachment No.A3.
 - h. Contractor shall provide proactive and preventive sewer main maintenance to reduce and eliminate stoppages, sanitary sewer overflows (SSOs), and sanitary sewer backups.
3. Cleaning and Flushing of sewer main in easements (Bid Item No. 3, see Attachment No. A3 for more detail on cleaning)
 - a. Contractor shall develop and submit an overall maintenance plan and cleaning schedule for all easement lines within the first month of contract and provide updates on the 15th day of every month thereafter. Submit updated plan and schedule a month ahead of time indicating areas to be flushed and cleaned for Town's review and approval.

- b. Contractor shall be responsible for maintaining sewer mainlines in the Town's easements. Any mainline which does not have accessibility to a structure (manhole or cleanout) in the road right-of-way is considered part of easement sewer mainline.
 - c. Maintenance work shall include thorough cleaning to remove and capture roots, debris, fats, oils, and grease. Contractor will provide traffic control as needed and all labor and materials to flush and clean a minimum of 2,600 linear feet (measured in one direction) of pipe per month. The contractor shall prioritize flushing and cleaning efforts to reduce the overflow incidents. The contractor shall utilize trailer mounted mini high pressure jet flushing setup, power/hand rodding and other methods to maintain the easement lines.
 - d. The contractor shall have the following equipment available at any given time for maintaining easement lines: 1- trailer mounted mini high pressure jet flushing setup, 1- power rodding machine, 1- hand rodding setup.
 - e. Contractor shall utilize the Town's manhole and segment numbering system when recording maintenance efforts in the CMMS system.
 - f. Contractor will be required to provide monthly reports of all work performed including total sewer line footage cleaned and notify Town of problem areas needing attention and/or actions, including but not limited to missing manhole or mislabeled information from the Town's map. Monthly reports to be received no later than the 15th day of the month following the performance of work.
 - g. Contractor shall develop a hot spot list and flush and clean the sewers with a history of stoppages at regular intervals of 3, 6, or 12 months or more as necessary depending upon the frequency of recurring stoppages. Cleaning of lines shall be per attached specifications.
 - h. Contractor shall provide proactive and preventive sewer main maintenance to reduce and eliminate stoppages, sanitary sewer overflows (SSOs), and sanitary sewer backups.
4. CCTV Inspection of sewer mains and manholes in the Town ROW and easements (Bid item No. 4 and 5, see Attachment No. A3 for more detail on CCTV)
- a. The goal of the CCTV program is to complete a minimum of 3,900 linear feet of CCTV on lines with at least one access point from the road ROW, and a minimum of 1,040 linear feet of CCTV on lines with access from easement only. Provide CCTV schedule a month ahead of time indicating areas to be cleaned and videoed for Town's review and approval.
 - b. After cleaning, the pipeline sections between manholes shall be visually inspected by means of closed-circuit television camera. The inspection shall be done one complete pipeline section at a time and the flow in the section will be suitably controlled. Video inspect, record and document the condition of the entire stretch of pipe from the upstream manhole centerline to the downstream manhole centerline including inspection of each manhole structure. The contractor shall use NASSCO PACP rating system for rating all defects observed within each pipe segment. All CCTV data shall be linked to the CMMS system daily as work is performed.
 - c. Digital media recordings submitted to the Town on a (one TB) hard drive. Two (2) hard drives will be needed and one shall be submitted at the end of the first month and the second shall be submitted at the end of the second month at which time the contractor shall pickup the first hard drive to be used on alternating months for the

duration of the contract. Title to all the recordings shall transfer to the Town.

5. Sanitary Sewer Overflow Responses (Bid Item No.(s) 6, and 7)
 - a. Contractor shall respond to all Sanitary Sewer Overflows (SSOs) in the right-of-way and in easements.
 - b. Contractor shall enter SSO event details into the CMMS system.
 - c. Contractor shall first contact Town staff, during off hours, when responding to a SSO.
 - d. Contractor shall comply with Town's Sanitary Sewer Overflow and Backup Response Plan and Field Guide and use appropriate package(s) included in the response plan when necessary. A copy of the response plan, field guide and other associated items as indicated below are attached as Attachment No. A4.
 - e. Contractor is required to respond to each SSO **within one hour** of receiving a report thereof and provide notification to all applicable regulating agencies within required timeframe, "Monitoring and Reporting Program" requirements from State Water Resources Control Board and "New Sanitary Sewer Overflow Notification Procedures (NP) for Sanitary Sewer Collection System" requirements from California Regional Water Quality Control Board, and "Regulatory Notification Packet (RN)" from Town's Sanitary Sewer Overflow and Backup Response Plan, for detail).
 - f. The contractor will be responsible for all work associated with, but not limited to, providing traffic control as needed, containing the sewage spill, cleaning and disinfecting of the affected area of spill, relieving the stoppage and eliminating the cause of stoppage, installation of sandbags, barricades and signage, etc.. The contractor shall make every effort to protect all drainage facilities and specially the waters of the State of California. If the sewage back up has caused property damage, follow the Sanitary Sewer Backup Guideline and coordinate with the Town to engage the services of cleaning company.
 - g. Contractor shall document SSO events by taking photos and submit them with the written SSOs report to the Town via email or fax **within four-work-hours** of completing the emergency response. (For example, if a SSO response is completed at 7pm on a Friday evening, the report will require to be submitted by 12pm on the following Monday.)
 - h. Upon completion of emergency work, contractor shall submit a report to the Town estimating the gallons of sewer spilled, gallons retrieved, and volumes discharged to the waters of the State.
 - i. Contractor shall perform CCTV video inspection of the blockage area by the next business day of SSO incident, determine the cause of the SSO and provide a digital copy to the Town within 24 hours of obtaining the CCTV data.
 - j. The contractor shall have the equipment available at any given time (within one hour of notification) for response to SSO's including but not limited to a spill response vehicle equipped with spill containment materials (trash pump with hoses, containment material, cleanup materials, traffic control and warning signage, etc..). Other equipment needed following the initial SSO assessment include: 1- mounted mini high pressure jet flushing setup, 1- power rodding machine, 1- hand rodding setup.

- k. The contract price paid for Bid Item #6 includes SSO response in the ROW per month of the contract regardless of the quantity of SSO's per month. Bid Item #7 is for response to SSO's within easements regardless to the quantity of SSO's per month. The goal is to minimize the quantity and amount of SSO's throughout the SSCS by providing prioritized maintenance schedules to minimize the risk of SSO's throughout the system. See Measurement and Payment section, Attachment A1 and A6 for details on location and number of historic SSO's per year. Cost for checking the mainline and verifying lateral problem shall be included in these bid items.
6. Maintenance of CMMS Database and GIS mapping (Bid Item No.(s) 8 and 9)
- a. Contractor shall propose CMMS software for use in maintenance record keeping and advanced planning for operation and maintenance of the SSCS. The database and mapping features within the CMMS shall utilize the most current GIS assets contained in the GIS database. The contractor shall deliver or make available reports on a monthly basis related to maintenance activities completed and planned for the coming month using the CMMS system. The contractor shall provide one seat license and realtime access to the CMMS software for the duration of the contract. The contractor shall review past maintenance history to develop a Hot Spot list of segments that need to be cleaned more frequently. Bid item No. 9 shall cover the cost to migrate the existing CMMS and GIS database files from Infonet and ArcGIS to the new CMMS and GIS systems and generation of a draft Hot Spot list. All historic and all future CCTV shall also be linked to the CMMS system for quick access to the records. All cleaning, CCTV, PACP ratings, lateral locations, pipe conditions, changes and additions shall be entered into the CMMS/GIS system in a timely manner. The contractor shall utilize a CMMS software capable of exporting all maintenance history data on the sewer system into a database format. The contractor shall deliver to the Town a complete database export of all maintenance history upon completion or termination of the Contract Term.
 - b. Contractor shall utilize ESRI GIS ArcInfo mapping software (Version 10.3 or greater), or approved equal, for maintaining additions or corrections to the base map and database of the SSCS. The contractor shall make up to 10 hours of corrections or additions to the map monthly with authorization by the City Engineer. The contractor shall utilize a GIS mapping software capable of exporting all data on the sewer system into a shapefile format. The contractor shall deliver to the Town a complete shapefile or file geodatabase export of all feature class layers upon completion or termination of the Contract Term.

Proposal Requirements

The following information is requested to be included with your proposal for this work:

1. A statement acknowledging that all personnel occupied in performance of the field work will be paid prevailing regional wages (classification Laborer Group 1B for Santa Clara County) and the submission of certified pay rolls to the Town.
 - a. Prevailing Wages. In accordance with the provisions of Section 1770 et seq., of the Labor Code, the Director of the Department of Industrial Relations of the State of California has ascertained the general prevailing rate of wages applicable to the work to be done under contract for public improvement. The selected Respondent will be required to pay to all those employed on the project sums not less than the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776." A copy of said documents is on file and may be inspected in the office of the City Engineer. The selected Respondent shall post a copy of the prevailing wage rates at each job site. The information is also available on the website www.dir.ca.gov/dlsr. The selected Respondent shall comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages.
2. A list of current clients where similar services are provided with contact person name, size of current contract and number of pump stations and length and size of sewer mains maintained. As a minimum the contractor shall provide operations and maintenance services to at least two public agencies or sanitary districts.
3. Specific related experience of sewer system management and maintenance, lift station maintenance; and emergency response services.
4. A statement of your firm's acceptance of the Town's insurance and indemnification requirements, or any reservations your firm has with the requirements.
5. A list of your firms existing equipment and quantity of each to perform the work as specified herein.
6. A list of you current employees and their certifications to perform the work as specified herein. Include all NASSCO PACP/MACP certifications for each employee or other certifications that are relevant to the scope of work.
7. A description of the proposed CMMS/GIS software and link to provider's web site.

All questions regarding this proposal shall be directed to Richard Chiu, Public Works Director or Jen Chen, Associate Engineer at Town of Los Altos Hills.

Contractor Selection and Proposal Format

The basis of selection will be according to the bid price, contractor qualifications, relevant experience with public agencies or sanitary districts, CMMS software proposed, results of reference checks, and contractor's net worth. The Respondent selected based on the aforementioned criteria will be awarded the contract for a 12-month period, with the option to

extend for additional 12-month intervals with mutual consent of the Town and contractor. Proposals should concisely communicate the information requested by the Town.

Proposal Submittal

Three (3) copies of the proposal shall be submitted to the Town of Los Altos Hills, City Clerk no later than **2:00 PM on May 20, 2014** in a sealed envelope. The City Clerk will not accept any proposal submitted after the bid submission time. All submitted copies become the property of the Town of Los Altos Hills. The Town shall not be held liable for any costs associated with the preparation or presentation of any proposal. After the review and evaluation of the proposals, the Town will select a contractor for submission to City Council for award of contract.

Standard Contract Agreement and Insurance

A copy of the **Agreement for the Operation and Maintenance of the Los Altos Hills Sewer System** is attached for your information (Attachment No. A5). The selected contractor will be expected to sign a contract with similar terms and conditions, absent any changes to the indemnification provisions.

The Contractor will be required to carry insurance indicated in section 4 of the attached agreement for the Operation and Maintenance of the Los Altos Hills Sewer System.

Should you have any questions or need additional information, please contact:

Richard Chiu, Public Works Director	(650) 947-2516	rchiu@losaltoshills.ca.gov or
Jen Chen, Associate Engineer	(650)-947-2511	jchen@losaltoshills.ca.gov

Disclosure to Third Parties

All proposals received in response to this RFP will become the property of the Town and will not be returned. Within the requirements of California law, the Town intends to retain the submitted proposals as confidential documents for disclosure only to the Town's officers and employees until the Qualified Respondent is identified and negotiations completed. Subject to California law relating to access to public records, the Town may be required to publicly disclose all submitted information and materials to third parties requesting such information. If a Respondent believes that portions of its proposal are exempt from disclosure to third parties, under this or any other provision of the law, the Respondent must clearly label the specific portions that are to be kept confidential and shall state to the Town why the information is confidential and exempt from disclosure. Marking all or substantially the entire proposal as confidential may result in the Respondent being considered non-responsive by the Town.

Measurement and Payment

- Bid Item No.1 – **Pump Station Maintenance**: Maintenance of both of the Town’s sewer pump stations to ensure proper pump operations. Responding to and investigating pump station alarms shall be included in this item. Measurement and payment for this bid item shall be paid per month of services rendered.
- Bid Item No. 2 – **Cleaning and Flushing in ROW**: A minimum of 7,800 linear feet of sewer mainline cleaning and flushing is required where at least one entry point is accessible from the right-of-way (ROW, measured in one direction) per month. The total quantities of sewer main with access to both ends of the line from the ROW is approximately: 994 segments & 191,800 LF, and the quantity of sewer main with access to only one end from the road ROW is approximately: 192 segments & 42,238 LF. No segment shall be repeated until all mainlines in the road right-of-way are flushed and cleaned once, with the exception of known history of stoppages or per hot spot schedule. Measurement and payment for this bid item shall be paid per linear foot of pipe cleaned and entered in CMMS system.
- Bid Item No. 3 – **Cleaning and Flushing in the Easements**: A minimum of 2,600 linear feet of sewer mainline cleaning and flushing is required where entry point is only accessible from easements (measured in one direction) per month. No segment shall be repeated until all mainlines in the easements are flushed and cleaned once, with the exception of known history of stoppages or per hot spot schedule. Measurement and payment for this bid item shall be paid per linear foot of pipe cleaned and entered into the CMMS system.
- Bid Item No. 4 – **CCTV Inspections with Access from Right-Of-Way**: A total of 3,900 linear feet of sewer main is required to be inspected per month where at least one entry point is accessible from the right-of-way. The total quantities of sewer main with access to both ends of the line from the ROW is approximately: 994 segments & 191,800 LF, and the quantity of sewer main with access to only one end from the ROW is approximately: 192 segments & 42,238 LF. Measurement and payment for this bid item shall be paid per linear foot of pipe inspected and rated per PACP standards and entered and linked to the CMMS system.
- Bid Item No. 5 – **CCTV Inspections with Access from Easements Only**: A total of 1,040 linear feet of sewer main is required to be inspected per month where entry point is only accessible from easements. Measurement and payment for this bid item shall be paid per linear foot of pipe inspected and rated per PACP standards and entered and linked to the CMMS system.
- Bid Item No. 6 – **Response to SSO’s with Access from Right-of-Way**: Respond to sanitary sewer overflow (SSO) and comply with notification requirements established by State and Regional Water Boards. This item is applicable to the SSO events that occur within the right-of-way. The contract price paid for this Bid Item shall include traffic control as needed, all labor, material, preparation and clean-up work

related to overflow event, documentation and reporting, entering SSO event details into the CMMS system, follow up CCTV inspections of the problematic sections to investigate and determine the cause of overflow. Clean-up work shall include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. The Town has previous overflow information such as location, date, and video inspections. Contractor shall review the maps and SSO history reports (Attachment No.s A1 and A6) and incorporate into the maintenance program and preventive strategies. Checking the mainline and verifying lateral problem shall be included in this item. Measurement and payment to respond to this type of SSO shall be paid per month regardless of the number of SSO's.

Bid Item No. 7 – Response to SSO's with Access from Easement Only: Respond to sanitary sewer overflow (SSO) and comply with notification requirements established by State and Regional Water Boards. This item is applicable to the SSO events that occur in easements. The contract price paid for this Bid Item shall include traffic control as needed, all labor, material, preparation and clean-up work related to overflow event, documentation and reporting, entering SSO event details into the CMMS system, follow up CCTV inspections of the problematic sections to investigate and determine the cause of overflow. Clean-up work shall include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. The Town has previous overflow information such as location, date, and video inspections. Contractor shall review the maps and SSO history reports (Attachment No.s A1 and A6) and incorporate into the maintenance program and preventive strategies. Checking the mainline and verifying lateral problem shall be included in this item. Measurement and payment to respond to this type of SSO shall be paid per month regardless of the number of SSO's.

Bid Item No. 8 – Initial Setup and Database Transfer for CMMS and GIS Systems: The initial setup and database transfer for CMMS and GIS systems includes importing all of the Town's existing CMMS database and GIS databases and feature class layers and development of a minimum of 6 custom data collection forms. The contractor shall provide one seat license and realtime access to the CMMS software for the duration of the contract. All historic and all future CCTV shall also be linked to the CMMS system for quick access to the records. The contractor shall also develop a hot spot maintenance priority schedule for discussion with Town staff. The hot spot list shall be incorporated into the cleaning schedule for the year upon approval from the Town. The cleaning costs are included in bid items 1 and 2. Measurement and payment for this bid item shall be paid Lump Sum upon successful conversion/transfer of all CMMS, GIS data and receipt of hot spot list.

Bid Item No. 9 – GIS Mapping Maintenance and Updates: The GIS line, point and polygon features for the sewer system will need to be modified on a monthly basis to incorporate new and past CIP projects and discrepancies/clarifications found in the field. All GIS changes shall be tracked in a spreadsheet format indicating the type of change, location, time to complete each edit and who made the edit to the system. The most current GIS feature class mapping and database shall be

uploaded to the CMMS on a quarterly basis at a minimum. Measurement and payment for this bid item includes up to 10 hours of GIS modifications per month and shall be paid per hour.

Bid Item No. 10 – Monthly Management Reports: The contractor shall provide a monthly management report to the Town and meet and present the report to the PW Director each month. The report should include an executive summary, description of all work performed in the month, listing of any adverse conditions found or immediate actions required, listing of SSO's the cause and actions taken, CMMS update status, work schedule for the following 90 days and any recommendations for CIP or operational changes. The contractor shall also perform an annual audit required by the SSMP, prepare the findings and submit the report to the Director at the end of each contract year.

SANITARY SEWER SYSTEM OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES				
Bid Item	Quantity	Unit	Unit Price	Item Total
1. 2 Pump Station Operation & Maintenance (include alarm responses)	12	Month	\$	\$
2. Cleaning and Flushing of 7,800 LF of sewer main in road right-of-way per month	93,600	LF	\$	\$
3. Cleaning and Flushing of 2,600 LF of sewer main in easements per month	31,200	LF	\$	\$
4. CCTV Inspections of 3,900 LF of sewer main and manholes in right-of-way per month	46,800	LF	\$	\$
5. CCTV Inspections of 1,040 LF of sewer main and manholes in easements per month	12,480	LF	\$	\$
6. Sanitary Sewer Overflow Response with access from road right-of-way (include responses to verify lateral problem)	12	Month	\$	\$
7. Sanitary Sewer Overflow response with access from Easement Areas only (include responses to verify lateral problem)	12	Month	\$	\$
8. Initial setup and database transfer for CMMS and GIS Systems	1	LS	\$	\$
9. GIS mapping maintenance and updates (includes up to 10 hours of GIS mapping additions, or modifications per month).	120	Hours	\$	\$
10. Monthly Management Reports	⁻¹⁵⁻ 12	Month	\$	\$
TOTAL			\$	

Attachments

- A1. Town of Los Altos Hills Sanitary Sewer Maps (2)
- A2. Sample ITT Flygt Checklist
- A3. Cleaning and Video Inspection of Sewer Pipe Specifications
- A4. Sanitary Sewer Management Plan (SSMP) : Sanitary Sewer Overflow and Backup Response Plan
- A5. Standard Contract and Insurance Requirements
- A6. Summary of SSO Data from 2011 - 2014



ITT Flygt Corporation
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**SCHEDULED PUMP PREVENTATIVE MAINTENANCE INSPECTION AGREEMENT
FLYGT CORPORATION**

SERVICE - 21 POINT CHECK LIST

- Check electrical condition of insulation on power cable and on all phases of motor. (In Meg Ohms)
- Check for any loose or faulty electrical connections within the pump control panel.
- Measure resistance between stator windings. (In Ohms)
- Check voltage supply between all phases of the electrical control panel. (VAC)
- Check voltage balance between all phases on the load side* of the pump control with pump on. (VAC)
- Check amperage draws on all phases of the pump motor. (In Amps)
- Check condition and operation of motor thermal protectors control system (if so equipped).
- Removal of Flygt pump from lift station for physical inspection.
- Check condition of upper shaft seals (inspect condition of motor housing).
- Check condition and operation of leakage detector (if so equipped).
- Check lower shaft seals (inspect condition of oil).
- Change oil if needed (cost of oil included).
- Check for worn or loose impeller.
- Check all impeller wear rings. (Note: Wear rings are not covered by warranty and must be purchased by customer if in need of replacement)
- Check for noise upper and lower bearings.
- Check physically for damage of pump and power cable.
- Clean, reset, and check operation of level sensors.
- Check for correct shaft rotation.
- Reinstall Flygt pump and check for leakage at the discharge connection.
- Test of pump operation cycle (if level of liquid in station permits).
- Check operating of valves and pipes in station.



CLEANING AND VIDEO INSPECTION OF SEWER PIPE

PART 1 - GENERAL

1-1. SCOPE. This section covers the cleaning and video inspection of sewer pipelines. The word "clean" in this section is defined as the removal of all accumulations including sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material in the pipe or manhole and on the pipe or manhole inside wall, down to the parent material.

1-2. SUBMITTALS. Each of the Contractor's crews, upon completion of their first 1000 LF, shall submit one paper copy of the video logs and one digital copy on a 1TB hard drive for review and acceptance prior to continuing work.

One paper copy of the video logs and one digital copy using color video and clear audio information shall be submitted to the Town to upload to the Town server. Work will not be considered complete until these items have been received and approved by the Engineer.

1-3. EXPERIENCE. Camera Technician Experience: Each camera technician shall have a minimum of 5 years experience with at least 100,000 LF in projects televising sanitary sewer lines and commenting on observed defects.

PART 2 - PRODUCTS

2-1. MATERIALS.

2-1.01. Video Inspection - the television camera used for the inspection shall be one specifically designed and constructed for operation in connection with sewer inspection. It shall be operative in 100 percent humidity conditions and have a 360-degree radial view rotating head. The camera head shall be capable of rotating to view up lateral connections and to evaluate defects. Lighting and camera quality shall be suitable to allow a clear in-focus picture of a minimum of six linear feet of the entire inside periphery of the sewer pipe. Lighting for the camera shall minimize reflective glare. To insure peak picture quality throughout all conditions encountered during the survey, a variable intensity control of the camera lights and remote control adjustments for focus and iris shall be located at the monitoring station. Focal distance shall be adjustable through a range of from six inches to infinity. Continuously displayed on the monitor shall be the date of the survey, number designation of the upstream and downstream manholes corresponding to the line section being surveyed, and a continuous forward and reverse readout of the camera distance from the manhole of reference. The remote reading footage counter shall be accurate to two-tenths of a foot. The camera, television monitor and other components shall be capable of producing a minimum 500 line resolution color video picture. The equipment shall have an operation length at least 800 feet.

PART 3 - EXECUTION

3-1. CLEANING AND VIDEO INSPECTION.

3-1.01. Cleaning. Pipelines and structures shall be cleaned using a high velocity jet cleaner. The equipment shall be truck mounted for ease of operation. The equipment shall have a minimum of six hundred (600) feet of high pressure hose with a selection of two or more high velocity nozzles. Nozzles shall be capable of producing a scouring action from 15 degrees to 45 degrees in all designated line sizes. The equipment shall carry its own water tank capable of holding corrosive or caustic cleaning or sanitizing chemicals, auxiliary engines and pumps, and hydraulically driven hose reel. All controls shall be located so that the equipment can be operated above ground. Equipment shall include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream.

Roots shall be removed in the designated sections where root intrusion is a problem. Roots shall not be a reason for reverse set-ups for CCTV work. Special attention should be used during the cleaning operation to ensure complete removal of roots from the pipes. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

The material resulting from the cleaning operation shall be removed at the downstream manhole of the reaches being cleaned, through the use of a filtering device. The material collected at the downstream manholes shall become the property of the Contractor. It shall be removed from the site by the Contractor in a closed container and disposed of in a legal manner. It shall not be dumped into streets, ditches, catch basins, or storm sewers. Flushing of the material from manhole reach to manhole reach is unacceptable.

Acceptance of the sewer line cleaning shall be made upon the successful completion of the video inspection and shall be to the satisfaction of the Engineer. If video inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to re-clean and re-inspect the sewer main at no additional cost to the Town.

3-1.02. Material Dewatering and Disposal. Contractor shall screen all the debris collected prior to analysis and disposal. Contractor shall haul and properly dispose of material at a class 3 landfill.

3-1.03. Video Inspection. Depth of flow shall not exceed thirty percent (30%) of the inside pipe diameter as measured in the manhole when performing video inspection. In the event the depth of flow of the reach being televised exceeds thirty percent (30%) of the inside pipe diameter, the Contractor shall provide the necessary flow control or reschedule the inspection for a time when such flow is reduced to permit proceeding with the work.

Video equipment shall include a multi-angle television camera capable of spanning 360-degree circumference and 270-degree on horizontal axis to televise sewer lines 6-inch diameter or larger; the purpose of the rotating head camera is to view all service connections, upstream and

downstream manhole structures, and to locate all defects, as well as questionable problem areas; focal distance shall be adjustable through a range of one (1) inch to infinity. The television camera shall be color format and specifically designed and constructed for operation in connection with sewer inspection, and for operation in sewers under 100% humidity conditions. Lighting and camera quality shall produce a clear, in-focus picture of the entire periphery of the pipe for a minimum distance of six feet. Other required equipment are television monitor, cables, power sources, lights, and other equipment necessary to do the work.

The CCTV inspection shall start and stop at each manhole and shall record the condition of each manhole structure. The camera shall be moved through the pipeline in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition. In no case shall the television camera be pulled or propelled at a speed greater than thirty (30) feet per minute. The camera height shall be adjusted such that the camera lens is always centered in the pipe being inspected. The equipment shall have an accurate footage counter, which shall display on the monitor the exact distance of the camera from the centerline of the starting manhole. Unless otherwise approved by the Engineer, footage measurements shall begin at the centerline of the upstream manhole.

Prepare a digital visual and audio record of the inspection to document conditions observed. Recording playback shall be at the same speed in which it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. The Contractor shall have all recordings and necessary playback equipment readily accessible for review by the Town during the work. Each segment of the submitted final recording shall begin and end at a manhole or cleanout, which shall be identified by the nomenclature used in the Town's Sewer Map.

The date, identification of sewer reach(es) by upstream and downstream manhole numbers, and manhole to manhole footage and slope shall be displayed on the video data view at all times. Each recording shall be permanently labeled with the Contractor's name, date televised, street name(s), identification of the sewer reach(es) inspected, and run number. If the recordings are of such poor quality that the Engineer is unable to evaluate the condition of the sewer, locate sewer service connections, or verify cleaning, the Contractor shall re-televiser the sanitary sewer and provide a new recording of good quality at no cost to the Town. No payment will be made for recordings that do not meet the requirements of these specifications.

If, during the inspection operation at anytime, the television camera cannot make a complete pass through the entire pipeline section (between the two accessible manholes), the Contractor shall reverse setup the equipment so that the inspection can be performed and completed from the opposite manhole. A continuous video shall be completed if the television camera can make a complete pass from the opposite manhole. The video should cover the entire length of the section. Once a potential point repair has been identified, documentation on color photo paper and digital copy shall be submitted to the Town's Representative of the obstruction location(s) and length(s) in linear feet from an identified manhole.

In addition to recording the condition of sewer mains, the Contractor shall also stop the camera at each lateral or service line entry point and aim the camera up into the line. Document the location (distance) and condition of each lateral or service line with both color paper photo and digital photo to be included in the Television Inspection Documentation.

CCTV Inspection Log and Summary: Contractor shall furnish a database in digital format and on color paper print of all collected information such as location, relation to adjacent manholes, defect observed, as defined in the NASSCO's PACP defect codes. Contractor shall confer with the Engineer regarding database format and desired data fields prior to commencing work. Inspection log and summary reports shall be submitted to the Town Engineer for review and approval prior to commencing work. All CCTV database format including inspection documentation, observation codes, full streaming video and still images must be delivered in a compatible format. All CCTV video streaming and imagery shall be MPEG-4 and JPEG format or equivalent, respectively. Current supported commercial software applications that capture this data in the correct format include: Possem, PicAx2 and WinCan v7. Contractor shall log all observations using the NASSCO's PACP/MACP current version observations code-set. The information shall also include the manhole inspection logs. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, cracks, presence of scale and corrosion, and other discernible features shall be recorded and a copy of such records will be supplied to the Town. The Town will require that all technicians performing the CCTV will be certified through the NASSCO's PACP/MACP.

The closed-circuit television inspection shall be completed in the same direction each time (upstream to downstream), unless a reverse setup is necessary, and shall be done with a color camera with all inspection log data, footage, observations, still images and full streaming video with audio captured digitally using a digital video inspection software program. A pan and tilt camera shall be used for all pipelines that are 6-inches or greater in diameter.

Digital Video Recordings: The purpose of the recordings shall be to supply a digital visual and audio record of the sewer lines to document current condition, problem areas and connections in the lines. Recording playback shall be at the same speed in which it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the recording shall remain with the Town. The final recording(s) should be edited to include complete sewer main(s) from beginning to end, followed immediately by its tributary sources. In the rare instance where the camera cannot traverse the entire section of a pipeline between manholes, the recording can be made from each of the two adjacent manholes to the restriction, but shall be edited so that both segments are adjacent on the final recording. The date, time, location, pipe diameter, direction of travel and continuous distance traveled shall all be clearly annotated in the corresponding inspection database along with all observation codes. All comments related to the inspection and to individual observations must be typed into an associated comment text field and be retrievable from within the inspection database.

END OF SECTION

EXHIBIT A

Proposal for the Town of Woodside Town Center Sewer Assessment District

IX. Task List and Proposed Cost (Cont'd)

Task	Description	Unit Cost	Quantity	12-Month Cost
Bid Item No. 1. Pump Station Maintenance	West Bay will perform maintenance on the Town's two pump stations following the schedule outlined in the RFP and provide 24-hour emergency response. Pump station maintenance includes wet well cleaning twice annually, and degreaser application as needed.	\$1,670/mo	12 months	\$20,040
Bid Item No. 2. Cleaning and Flushing in ROW	West Bay will clean sewer pipelines using our fleet of equipment and tools. 93,600 lf of pipe within the public right-of-way will be cleaned, with approximately 20 percent of this pipe accessible from only one end. This effort includes development of a progressive cleaning strategy (to move pipes on and off of the hot spot list) using CMMS, and QA/QC of cleaning activities through CCTV inspection. Cleaning results will be included in the CMMS.	\$0.92/lf	93,600 lf	\$86,112
Bid Item No. 3. Cleaning and Flushing in Easements	West Bay will clean sewer pipelines in easements using our fleet of equipment and tools. 31,200 lf of pipe will require cleaning, assuming all of the pipe is accessible from only one end. The progressive cleaning strategy described in Bid Item No. 2 will include these pipes. Results will be included in the CMMS.	\$1.31/lf	31,200 lf	\$40,872
Bid Item No. 4. CCTV Inspection within ROW	West Bay will complete CCTV inspection of 46,800 lineal feet of pipelines that are accessible through both ends of the pipe (to allow access of a pan-and-tilt camera as required to meet NASSCO PACP standards). Structural and O&M condition ratings and defect codes that use the PACP standard will be entered into the CMMS system as part of this item.	\$1.40/lf	46,800 lf	\$65,520
Bid Item No. 5. CCTV Inspection within Easements	West Bay will complete CCTV inspection of 12,480 lineal feet of pipelines that are accessible through both ends of the pipe within easements. Similar to Bid Item No. 4, CCTV results will be incorporated into the CMMS.	\$1.80/lf	12,480 lf	\$22,464
Bid Item No. 6. Response to SSOs with access from Right of Way	West Bay will follow the Town's Sewer System Management Plan and Overflow Emergency Response Plan in responding to and conducting initial reporting of sanitary sewer overflows. The Town will serve as the Legally Responsible Official (LRO). The Town's SSMP closely follows the West Bay SSMP, which requires response within 60 minutes from notification. Following the SSO, and subsequent CCTV inspection, West Bay will make recommendations as to follow-up actions, including identifying issues related to lateral connections. We consider SSO Avoidance and Response as the most critical components of our operating strategy, and are well trained to address SSOs of all sizes, at any time, as described further in Section V. This item proposes a "per-SSO" approach. West Bay agrees to complete SSO response at no cost to the Town if the SSO in question resulted from inadequate cleaning by West Bay up to six months prior to the SSO.	\$1,200/SSO	6 SSOs	\$7,200
Bid Item No. 7. Response to SSOs with access from Easements only	West Bay will provide SSO response and reporting for issues that occur within easements, following the approach described in Bid Item No. 6.	\$1,380/SSO	6 SSOs	\$8,280
Bid Item No. 8. Initial Setup and Database Transfer from CMMS and GIS Systems	West Bay will import the Town's CMMS data into Lucity CMMS software, and will develop at least six data collection forms in collaboration with the Town. This scope includes one seat license that is dedicated to the Town (includes Sewer module, CCTV module, Work Order module, GIS module, and Overflow module), and online access by the Town to its data. The CMMS and GIS shall provide access to the Town's CCTV data and hot spot maintenance schedules. This task includes generation of the initial Town hot spot list.	\$24,500 Lump Sum	1 LS	\$24,500 \$5,500
Bid Item No. 9. GIS Mapping Maintenance and Updates	West Bay will integrate new sewer system O&M information into the GIS maps on a monthly basis. This task includes maintenance of a change log and integration of other mapping updates as provided by the Town.	\$125/hour	120 hours	\$15,000
Bid Item No. 10. Monthly Management Reports	At the beginning of the project, we will develop a standard monthly summary format that includes the performance indicators that will be tracked and measured on a monthly and annual basis. These indicators will correlate closely to the measures that are described in Element 9 of the Town's SSMP. If these elements are not yet defined, we will assist the Town in developing a list that follows Regional Board expectations. The summaries will integrated progress made in pump station maintenance, and shall document any issues and recommendations to address these issues. This task includes the Town's biannual SSMP audit.	\$350/month	12 months	\$4,200
Bid Item No. 11. Sanitary Sewer Overflow Response for Private Laterals	West Bay will respond to SSOs related to private laterals, including determining ownership, notifying the owner of the issue, providing the owner with the Town's Sewer Spill Reference Plan, and entering information into the CMMS system.	\$310/lateral	6 SSOs	\$1,860
Total				\$296,048 \$277,048

Note: This bid item will be reduced to \$5,500 if the Town decides to use the West Bay license in lieu of purchasing a new seat license.

- In addition, West Bay offers up to six point or spot repairs annually, and has provided example unit rates following this bid sheet.
- Pump station repairs will be completed on a time and materials basis, at a cost of \$90/hour with a 2-hour minimum. Parts and materials will be provided at cost plus 10 percent.

Task List and Proposed Cost - 2





ADDENDUM NO. 1

DATE: Issued on May 14, 2014
Subject: Request for Proposals - 2014 Sanitary Sewer System Operations and Maintenance

PROPOSAL DUE DATE: Tuesday, May 27, 2014 at 2:00PM

TO ALL PROSPECTIVE PROPOSERS:

Attached is Addendum No. 1 to the 2014 Sanitary Sewer System Operations and Maintenance RFP.

Your proposal shall be based on the RFP as modified by this addendum.

Yours truly,

A handwritten signature in cursive script that reads "Richard Chiu".

Richard Chiu
Public Works Director/City Engineer

Attachment: Addendum No. 1

26379 Fremont Road
Los Altos Hills
California 94022
650 / 941-7222
Fax: 650/941-3160
650 / 941-7222

ADDENDUM NO. 1

May 14, 2014

SUBJECT: 2014 Sanitary Sewer System Operations and Maintenance - RFP.

This Addendum No. 1 to the RFP shall be taken into consideration in the preparation of your proposal. See below for actual changes.

PAGE 1 and 10 of the RFP:

1. The proposal due date has been extended by one week to:
Tuesday, May 27, 2014, 2:00 PM at Town Hall

Detailed Description of Work:

- Section 5- Replace paragraph 5.k on Page 8 in its entirety with the following:
- k) The contract price paid for Bid Item #6 includes SSO response in the ROW **per occurrence**. Bid Item #7 is for response to SSO's within easements **per occurrence**. The goal is to minimize the quantity and amount of SSO's throughout the SSCS by providing prioritized maintenance schedules to minimize the risk of SSO's throughout the system. **If an SSO occurs on a line that has been maintained/cleaned in the prior six (6) months the response to that SSO shall be completed at no cost to the Town.** See Measurement and Payment section, Attachment A1 and A6 for details on location and number of historic SSO's per year.

Measurement and Payment:

- Replace Bid Item No. 6 starting on page 12 in its entirety and substitute with the following:

Bid Item No. 6 – Response to SSO's with Access from Right-of-Way: Respond to sanitary sewer overflow (SSO) and comply with notification requirements established by State and Regional Water Boards. This item is applicable to the SSO events that occur within the right-of-way. The contract price paid for this Bid Item shall include traffic control as needed, all labor, material, preparation and clean-up work related to overflow event, documentation and reporting, entering SSO event details into the CMMS system, follow up CCTV inspections of the problematic sections to investigate and determine the cause of overflow. Clean-up work shall include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. The Town has previous overflow information such as location, date, and video inspections. Contractor shall review the maps and SSO history reports (Attachment No.s A1 and A6) and incorporate into the

maintenance program and preventive strategies. **If an SSO occurs on a line that has been maintained/cleaned in the prior six (6) months the response to that SSO shall be completed at no cost to the Town.** Measurement and payment to respond to this type of SSO shall be paid **per occurrence.**

- Replace Bid Item No. 7 on page 13 in its entirety and substitute with the following:

Bid Item No. 7 – Response to SSO’s with Access from Easement Only: Respond to sanitary sewer overflow (SSO) and comply with notification requirements established by State and Regional Water Board. This item is applicable to the SSO events that occur in easements. The contract price paid for this Bid Item shall include traffic control as needed, all labor, material, preparation and clean-up work related to overflow event, documentation and reporting, entering SSO event details into the CMMS system, follow up CCTV inspections of the problematic sections to investigate and determine the cause of overflow. Clean-up work shall include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. The Town has previous overflow information such as location, date, and video inspections. Contractor shall review the maps and SSO history reports (Attachment No.s A1 and A6) and incorporate into the maintenance program and preventive strategies. **If an SSO occurs on a line that has been maintained/cleaned in the prior six (6) months the response to that SSO shall be completed at no cost to the Town.** Measurement and payment to respond to this type of SSO shall be paid **per occurrence.**

- Add new Bid Item No. 11 “**Response to SSO’s related to Private Sewer Laterals**” immediately following Bid Item No 10 on page 14 as follows:

Bid Item No. 11 – Response to SSO’s related to Private Laterals: Respond to sanitary sewer overflow (SSO) and if it is determined that it is related to private sewer lateral versus a public mainline issue the contractor will notify the owner that it is a private lateral problem and follow the instructions in the SSO/Backup and Response Plan - BP1 Side A and provide the owner with the “Sewer Spill Reference Plan” in the Town’s Emergency Overflow Response Guide.. The contract price paid for this Bid Item shall include traffic control as needed, all labor, material, preparation and entering private lateral SSO event details into the CMMS system. This will require the contractor to investigate the public mainline to determine if the mainline is causing the backup in the private sewer lateral. **Measurement and payment to respond to this type of SSO shall be paid per occurrence.**

Bid Schedule:

- Replace the bid schedule in its entirety with the following page:

**SANITARY SEWER SYSTEM
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES**

Bid Item	Quantity	Unit	Unit Price	Item Total
1. 2 Pump Station Operation & Maintenance (include alarm responses)	12	Month	\$	\$
2. Cleaning and Flushing of 7,800 LF of sewer main in road right-of-way per month	93,600	LF	\$	\$
3. Cleaning and Flushing of 2,600 LF of sewer main in easements per month	31,200	LF	\$	\$
4. CCTV Inspections of 3,900 LF of sewer main and manholes in right-of-way per month	46,800	LF	\$	\$
5. CCTV Inspections of 1,040 LF of sewer main and manholes in easements per month	12,480	LF	\$	\$
6. Sanitary Sewer Overflow Response with access from road right-of-way	6	EA	\$	\$
7. Sanitary Sewer Overflow response with access from Easement Areas only	6	EA	\$	\$
8. Initial setup and database transfer for CMMS and GIS Systems	1	LS	\$	\$
9. GIS mapping maintenance and updates (includes up to 10 hours of GIS mapping additions, or modifications per month).	120	Hours	\$	\$
10. Monthly Management Reports	12	Month	\$	\$
11. Sanitary Sewer Overflow response for private laterals	6	EA	\$	\$
TOTAL			\$	

END OF ADDENDUM NO. 1

EXHIBIT A



A PROPOSAL FOR
2014 SANITARY SEWER SYSTEM
OPERATIONS AND MAINTENANCE

MAY 27, 2014



EXHIBIT A

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

I. Introduction

West Bay Sanitary District (West Bay) is pleased to submit this proposal for Sanitary Sewer System Operations and Maintenance Services for the Town of Los Altos Hills.

We are proposing a team of veterans who have spent their careers advancing their knowledge of sewer and pump station collection system maintenance.

This team is committed to continuous improvement and a high level of performance, as demonstrated by the successes that we have achieved at West Bay, as presented in this proposal.

In addition to a progressive maintenance strategy, we also bring expertise in computerized maintenance

management systems, a fleet of new equipment and tools, and the ability to make pipeline and pump station repairs in-house.

Our combined team, approach, and resources are designed to improve system performance and support the Town's ability to continue the high Level of Service that you have been able to provide to your ratepayers.

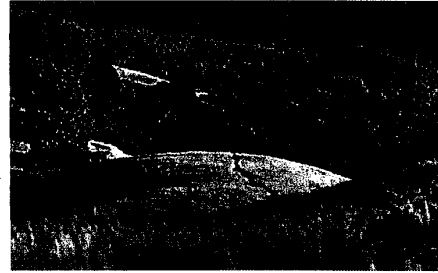


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- I. Introduction
- II. West Bay Sanitary District Resources
- III. References
- IV. Sewer System Management and Maintenance Experience
- V. Our Approach to Common Maintenance Challenges
- VI. Fleet and Equipment
- VII. Staff Certifications
- VIII. CMMS/GIS Software
- IX. Task List and Proposed Cost
- X. Acceptance of Town's Insurance and Indemnification Requirements
- XI. Prevailing Wage Confirmation



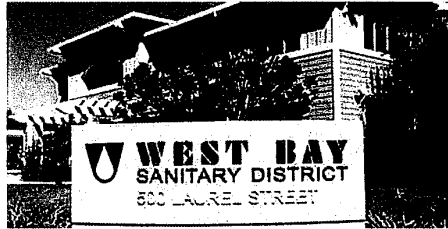
Intro-I

EXHIBIT A

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

II. West Bay Sanitary District Resources



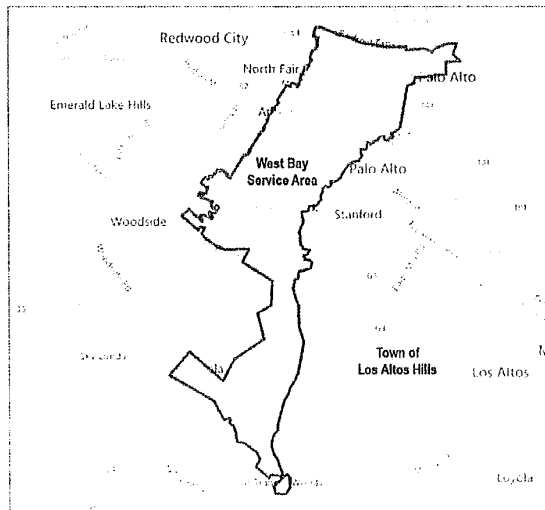
West Bay Sanitary District (West Bay), an independent Special District formed in 1902, provides wastewater collection and conveyance services to the City of Menlo Park, Atherton, and Portola Valley, and areas of East Palo Alto, Woodside and unincorporated San Mateo and Santa Clara counties. West Bay conveys raw

wastewater to Silicon Valley Clean Water (formerly South Bayside System Authority) for treatment and discharge to the San Francisco Bay,

We are dedicated to protecting the public health and the environment by providing cost effective sanitary sewer service for approximately 207 miles of pipelines, 12 pump and lift stations, and 58 STEP/Grinder pump systems.

The Town of Los Altos Hills is seeking proposals for operations and maintenance of approximately 40 percent of the 56-mile sewer system, including two pump stations, for a 12-month period. These services also include SSO response for the entire sewer system. Pipes are predominantly comprised of 6-inch diameter, vitrified clay pipe within the public right-of-way and private easements. Flows are conveyed to the City of Palo Alto Regional Water Quality Control Plant.

West Bay Sanitary District will provide the same excellent Level of Service to the Town as it provides to the current service area, which is adjacent to the Town.



Resources-I

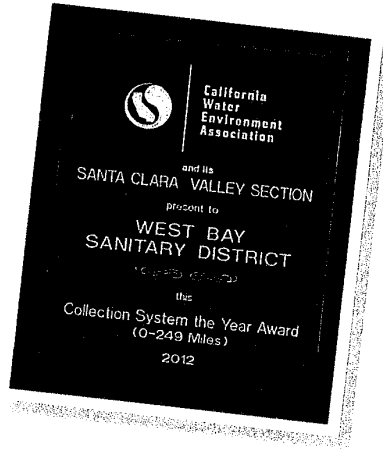
EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

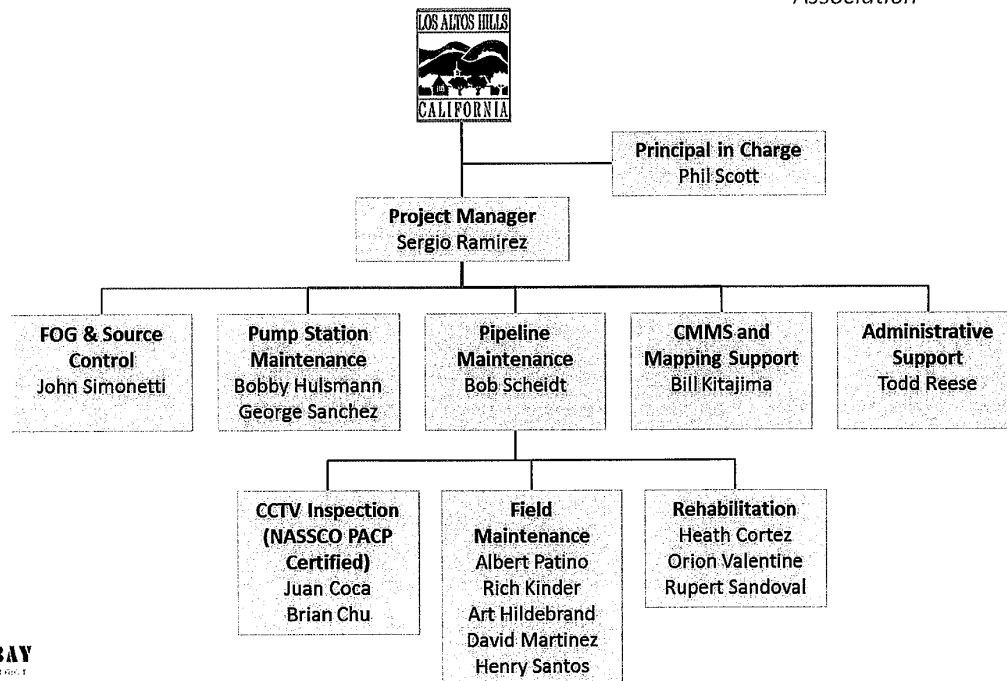
II. West Bay Sanitary District Resources (cont'd)

Our proposed Project Manager is **Sergio Ramirez**. Sergio is West Bay's Maintenance Superintendent, and holds a Grade IV certification in Collection System Maintenance. He has over 20 years of experience managing and maintaining sewer collection systems and lift stations.

Sergio will be supported by a team of experienced maintenance staff, as shown in the organizational chart below. Additional staff qualifications are included in Section 2 - West Bay Sanitary District Resources.



Project Manager Sergio Ramirez has led West Bay, as well as his prior employer, Castro Valley Sanitary District, to obtain the Collection System of the Year award from the California Water Environment Association



The full listing of the West Bay team's certifications and awards is provided in Section VII. Additional information about West Bay can be found at www.westbaysanitary.org.

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

II. West Bay Sanitary District Resources (cont'd)

Our Team

As shown on the organization chart on Page 2, we propose the following key members of our team to provide maintenance services to the Town:



Project Manager: Sergio Ramirez

Sergio is the West Bay Maintenance Superintendent and is a natural leader in our organization. His experience has grown through work as a private sewer maintenance provider, and as an employee of Castro Valley Sanitary District, and the City of Foster City, before joining West Bay in 2010. Sergio is active in CWEA, and currently serves as the Director for the Santa Clara Valley Section.

Education: Public Administration, Management and General Education course work at Chabot College, Hayward CA, 1998-2002; City of San Mateo Supervisor's Academy 2010

Licenses/Certificates: California Water Environment Association Director, Santa Clara Valley Section (2014); CWEA Collection System Maintenance Grade IV; CWEA Collection Person of the Year award in 1998 and Supervisor of the Year award in 2003.

Responsibilities: Sergio will manage day-to-day Operation and Maintenance activities, including cleaning, CCTV inspection, root control as desired by the Town, and as-needed oversight of construction and rehabilitation activities. Sergio will also manage the team, budget, equipment, and emergency response. Key responsibilities include review of daily work, results, and productivity; addressing calls from the public; and planning mid-range and long-range work. Sergio is an experienced supervisor with strong communication skills.



Principal in Charge: Phil Scott

Education: University of Phoenix, Pleasanton Campus Bachelor of Science (B.S.) in Business Management

Licenses/Certificates: California Water Environment Association Vice President (2014); CWEA Collection System Maintenance Grade IV; California Department of Public Health Water Distribution Operator D4; California Department of Public Health Water Treatment Operator T2. Led the City of Burlingame to receive the CWEA Santa Clara Valley Section Collection System of the Year award in 2006.

Responsibilities: Phil serves as the West Bay Sanitary District Manager, and will provide general manager expertise in all aspects of West Bay's services to the Town of Los Altos Hills. Phil is skilled at improving sewer system performance within a limited budget, and extends this same commitment to the Town.

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

II. West Bay Sanitary District Resources (cont'd)



Pipeline Maintenance Lead: Bob Scheidt

Sergio will be supported by Bob Scheidt, who is the West Bay Assistant Maintenance Superintendent. Bob will lead the pipeline team, including cleaning, rehabilitation, and field response. He will also serve as the acting Maintenance Superintendent when Sergio is not available for routine or emergency response.



Pump Station Specialist: Bobby Hulsmann

Education: Certificate in General Supervision, Skyline College

Licenses/Certificates: CWEA Grade III, Mechanical Technologist; CWEA Grade I, CS Maintenance

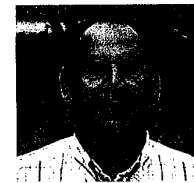
Responsibilities: Bobby is the West Bay Pump Facility Supervisor. He worked many years with a private pump servicing company and the City of San Mateo, prior to joining West Bay. Bobby will lead the Town's pump station activities. He recently won the 2013 CWEA Electrical and Instrumentation Person of the Year award.



CMMS and Mapping: Bill Kitajima

Education: Bachelor of Science in Mathematics with a concentration in applied mathematics, California Polytechnic State University, San Luis Obispo, CA

Responsibilities: Bill is the Projects & IT Manager for West Bay. He will provide database, mapping, and Computerized Maintenance Management System (CMMS) support for the project. He is skilled at GIS applications, and manages the West Bay Lucity database, as well as the West Bay capital improvement program.



Source Control: John Simonetti

Education: College course work in electrical systems; certificate in diesel technology

Licenses/Certificates: CWEA Environmental Compliance Grade I; Safety Management Certificate

Responsibilities: John is the Regulatory Compliance officer for West Bay and will assist the team in managing fats, oils, and grease control within the sewer system as required. He will also serve as the project Safety Officer. John has additional support from Du-All Safety for writing safety programs, SOPs, conducting investigations and providing safety training for staff.

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

III. References

Agencies are trying to do more with less, and it is clear that this approach can be successful only if agencies are able to collaborate with others to fill in needed gaps in operations and maintenance. In 2013, as part of development of the West Bay Strategic Plan, the West Bay Sanitary District Board determined that providing shared and contract services with neighboring agencies should be a priority.

Our team is in full agreement with the Board's objectives. As leaders in the wastewater collection system community, we are actively seeking opportunities for contract maintenance. We are currently providing stormwater and sewer cleaning services to the Town of Los Altos Hills, sewer cleaning services to East Palo Alto Sanitary District, and stormwater cleaning services to the City of Menlo Park.

We are proud of our O&M approach, work ethic, and our leadership in the community. We encourage you to contact the references below to learn more about our team members and their contributions to the wastewater community.

Project Manager: Sergio Ramirez

Jacob Asfour, Maintenance Superintendent, Town of Los Altos Hills
(650) 941-7222 / jasfour@losaltoshills.ca.gov

Lenny Rather, Maintenance Supervisor, Oro Loma Sanitary District
(510) 481-6977 / lrather@oroloma.org

Elliott Johnson, Inspector, Union Sanitary District
(510) 335-2399 (cell) / elliott_johnson@unionsanitary.com

Paul Louis, Owner, Louis Consulting
(925) 788-8884 / plouis5481@aol.com

Pump Station Specialist: Bobby Hulsmann

Bob Correa, Public Works Supervisor, City of San Mateo
(650) 522-7354 / bcorrea@cityofsanmateo.org

Principal in Charge: Phil Scott

Mike Brinton, Interim Director of Public Works, City of Ceres
(209) 538-5739 / Michael.Brinton@ci.ceres.ca.us

Andy Morrison, Wastewater CS Manager, USD
(510) 477-7542 / Andy_Morrison1@unionsanitary.org

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

III. References (cont'd)

In addition, we ask you to review the West Bay Sanitary District Annual Performance Measurement Report, which is found on our website:

http://s3.amazonaws.com/lwsbd_production/resources/1109/MASTER_WBSD_2013-Performance-Measurement-Report_FINAL_3.31.2014.pdf

The Performance Measurement Report tracks West Bay progress against established objectives that follow the WaterEUM (a national group of water and wastewater organizations in collaboration with the EPA) Elements of Effective Utility Management:

- ◆ Product Quality
- ◆ Customer Service
- ◆ Employee and Leadership Development
- ◆ Resource Optimization
- ◆ Financial Viability
- ◆ Infrastructure Stability
- ◆ Operational Resiliency
- ◆ Community Sustainability
- ◆ Stakeholder Understanding and Support

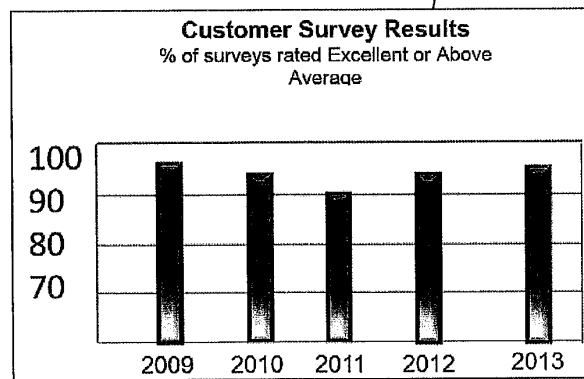


EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IV. Sewer System Management and Maintenance Experience

West Bay has operated and maintained its wastewater collections system for over 110 years. Our proposed team members have significant experience leading Bay Area agencies in the maintenance of wastewater collection pipes and pump stations. To supplement our staff resources, we have replaced or augmented our equipment and tools over the past five years with state-of-the-art cleaning and inspection technology. West Bay maintains a mechanical shop where we store sufficient spare pipes and pumps to address emergency needs, and where we also rebuild pumps on a routine basis.

Our expertise is described further below. If selected, West Bay will incorporate the Town's public sewer system and two lift stations into its own Preventive Maintenance Program and High Frequency Cleaning schedule. The Town's gravity public sewer system, lift stations and community will receive the same priority and high level of service as the West Bay facilities.

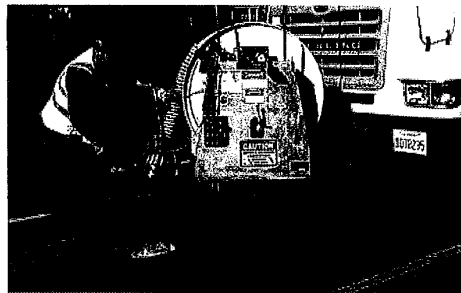
Pipeline Cleaning

Pipes are cleaned using our combination hydrojet-vacuum truck, using a variety of tools such as the Warthog, Chain Flail, SuperNova Chain Flail, Root Saws, and Sand nozzles. West Bay also employs the use of Spartan Sewer Cleaning Machines, Electric Eel sewer cleaning machines, Rodding machines and hand rods where access is limited or where mechanical methods may cause damage to existing pipes.

To supplement hydro-jet and machine rodding, West Bay still hand rods in locations that are inaccessible to other equipment.



The entire system is cleaned on a three-year maintenance schedule with a higher frequency schedule (i.e., 3-, 6-, or 12-month cleaning) assigned to specific pipe segments that have SSOs or known maintenance issues. The matrix on page 3 of this section shows the progressive cleaning approach that enables West Bay to continually adjust priorities. Cleaning schedules and results are stored in the West Bay Computerized Maintenance Management System (CMMS), developed using Lucity software. We store and proactively utilize an abundance of information in the CMMS, and continuously improve system maintenance activities using this tool.



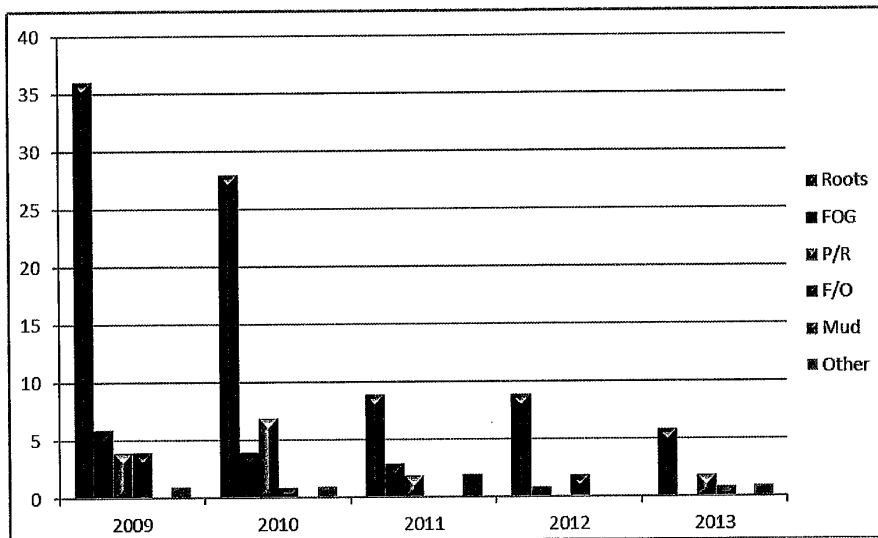
Maintenance Experience - I

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IV. Collection System Maintenance Experience (cont'd)

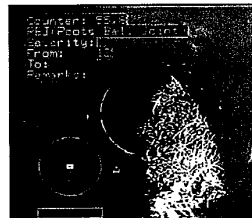
Regarding SSOs, West Bay conducts a Post Spill Assessment (PSA) on every mainline section where an SSO has occurred, and televises the pipe within two (2) working days of the SSO. The District has a "Find It-Fix It" policy for SSOs. Review of the CCTV assessment determines whether a High Frequency schedule is assigned to the mainline section, a Point Repair is scheduled, or rehabilitation is scheduled via the Capital Improvement Program. Following this process, we have prevented repeat SSOs, and have decreased SSOs from all causes as shown below.



Using our "Find it - Fix it" approach, we have controlled repeat SSOs and have systematically reduced SSOs from all causes

CCTV Inspection

West Bay crews own two fully-equipped CCTV inspection vans and complete CCTV inspection of the collection system on a five (5) year cycle. In addition to inspection of existing pipelines, West Bay performs CCTV inspection on newly installed pipelines, and pipelines that have experienced SSOs. CCTV data in National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program (PACP) format is stored in the West Bay CMMS. West Bay also CCTV inspects several lines per month as part of its Quality Control program, to verify that sewer mains have been adequately cleaned. **All of our CCTV field staff are NASSCO PACP certified.**



West Bay follows a 5-year inspection cycle, and also uses CCTV for post-SSO evaluations and pipe cleaning QA/QC.

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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IV. Collection System Maintenance Experience (cont'd)

Example Progressive Cleaning Matrix (as described earlier in this section)

	Clear	Light	Moderate	Heavy
Debris	No observable debris	Minor amount of debris 1-2 passes	Moderate amounts of debris 3-4 passes	Significant amounts of debris More than 4 passes Operator concern for future stoppage
Grease	No observable grease	Minor amounts of grease - 15 minutes or less to clean 1-2 passes	Small "chunks" No "logs" - 15 to 30 minutes to clean 3-4 passes	Big "chunks" or "logs" More than 4 passes Operator concern for future stoppage
Roots	No observable roots	Minor amounts of roots 1-2 passes	Thin stringy roots - No "clumps" 3-4 passes	Thick roots Large "clumps" More than 4 passes Operator concern for future stoppage
Debris: Structural pipe fragments soil, rock, etc.	No observable materials	Specify material (if possible). Minor amounts of material	Specify material. Moderate amounts of material per line segment.	Specify material. Significant amounts of material per line segment. Operator concern for future stoppage
Action	Decrease frequency to next lower frequency after 2 clear results (e.g. 6 months to 12 months)	Continue current maintenance frequency	Increasing current maintenance frequency to next higher frequency (e.g. 6 months to 3 months). Submit follow up for CCTV assessment.	Increase current maintenance frequency to next higher frequency (e.g. 6 months to 3 months). Submit follow up for CCTV assessment.

Our cleaning approach includes collection and monitoring of cleaning data. We adjust cleaning frequencies based on this information, to make sure that high frequency cleaning occurs where it is needed, and clean pipes don't get unnecessarily re-cleaned. This process improves cleaning efficiency and reduces cost.



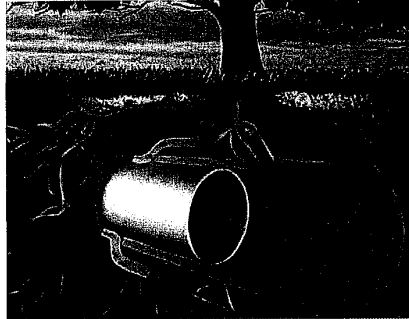
EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IV. Collection System Maintenance Experience (cont'd)

Pipeline Repairs

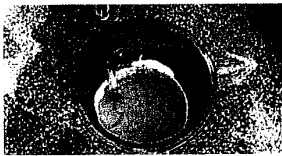
An important part of controlling sanitary sewer overflows within the collection system is to have the ability to make point repairs when significant pipeline defects are found. In addition to digging up and replacing damaged pipe sections, since 2010, the District has used a trenchless pipe repair method called "Pipe Patch". Pipe Patch works much like a stint, adding support to the wall of the pipe from the interior and sealing off joints and cracks from roots and groundwater intrusion.



West Bay uses non-destructive repair methods in locations where dig-ups are not required, or are not feasible.

The District's Pipe Patch equipment, materials, and expertise are available to the Town upon request.

Other Pipeline Preventive Maintenance Activities



Root Foaming: By implementing a root foaming program for approximately 25 percent of our system, West Bay has eliminated SSOs in some neighborhoods almost entirely. We are fortunate to have secured excellent pricing for this service, which is provided by Duke's Root Control. As part of our services, and if desired by the Town, West Bay will extend this pricing to the Town.

Source Control: The best place to address the issues that could create SSOs in the system is at the source. West Bay's service area hosts a number of food service establishments, as well as residents that have historically disposed of fats, oils, and grease (FOG) through the kitchen sink drain. In 2013, through aggressive outreach and a dedicated source control program, West Bay had no SSOs related to FOG.

Disposal of other items, in addition to FOG, are of growing concern. For example disposable wipes are increasing as a contributor to blockages and SSOs, and are also difficult to manage during the wastewater treatment process. In addition to FOG outreach, our staff also actively educate our communities about the proper disposal of these and other deleterious items. This program can easily be extended to the Town's community if desired.

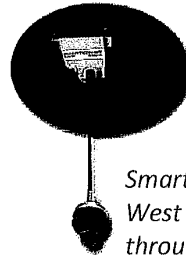


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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IV. Collection System Maintenance Experience (cont'd)

SmartCover® Technology: A valuable component of our operating strategy has been the use of SmartCovers. SmartCovers have an electronics package attached to the underside of the manhole cover that set off an alarm when flow rises above normal levels (or the manhole cover is opened). We have located the units in easements that are difficult to access, or are close to a waterway, requiring rapid response. To date, these devices have prevented twenty-six potential SSOs. As an optional service West Bay could recommend strategic placement of Smart Covers in the Town, and then monitor activity as measured by the devices.

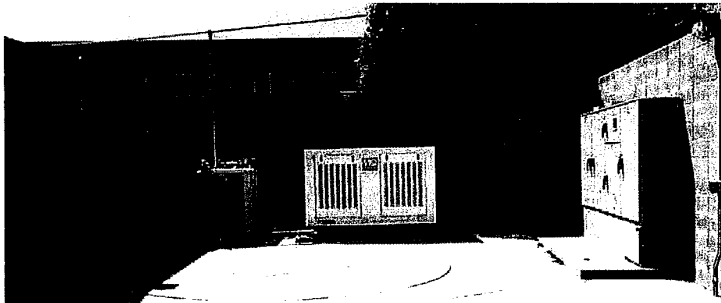


SmartCovers have helped West Bay avert 26 SSOs through early alarms that led to preemptive cleaning.

Pump Station Maintenance

West Bay performs regular inspections and maintenance of twelve (12) publicly-owned Pump/Lift stations. In addition, West Bay maintains private pump stations consisting of 40 residential grinder pump systems and 18 Septic Tank Effluent Pump Systems (STEP). Maintenance schedules for publicly-owned pump stations are performed twice per week while private pump stations are checked quarterly. All of the publicly-owned pump stations and privately-owned grinder pumps are continuously monitored using SCADA.

To streamline pump station maintenance, West Bay maintains an inventory of spare pumps, electrical parts and instrumentation for pump station maintenance to minimize downtime and maximize reliability. Over the last several years, West Bay has experienced no down time at pump stations due to this proactive maintenance and reliability program.



West Bay experienced no down time at its 12 pump and lift stations in 2013, in part to a forward-looking approach toward inventory management



Maintenance Experience - 5

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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

V. Collection System Maintenance Challenges

To supplement the information in this proposal, we have highlighted in this section information related to specific maintenance challenges. Our team members encounter and address collection system challenges on a daily basis. The following examples show our expertise in providing cost effective solutions to four common challenges that are encountered by West Bay:

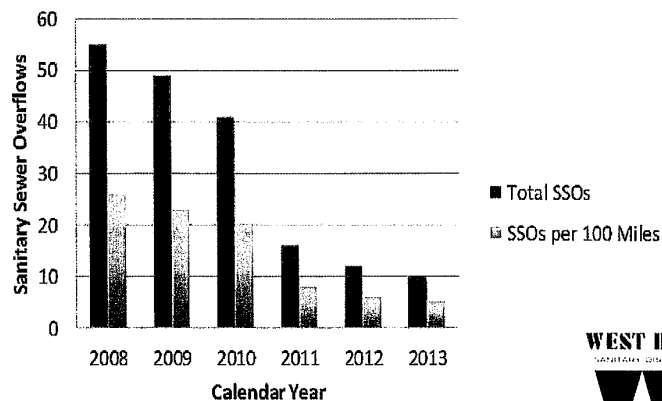
- ◆ Addressing Regulatory Compliance
- ◆ Providing Timely and Effective Emergency Response
- ◆ Addressing Odor Control
- ◆ Maintaining Positive Interactions with the Public

Challenge I: Addressing Regulatory Compliance

Solution: A Proactive Maintenance Approach Protects the Town from Regulatory Scrutiny

We have first-hand experience facing regulatory scrutiny, and clearly understand how a system must be managed to meet regulatory requirements. In 2008, after years of deferred maintenance, West Bay reported 55 SSOs, which was equal to approximately 26 SSOs per hundred miles of pipe. As a result, the District was sued by San Francisco Baykeeper for violations of the Clean Water Act. However, unknown to Baykeeper, the District had begun to make positive change in its maintenance practices. This change was accelerated under the leadership of Phil Scott and our proposed team. By the time discussions with Baykeeper ended in 2011, SSOs had been reduced by over 70 percent and the District and Baykeeper agreed to settle the issue **without the need for a Consent Decree**.

Through a progressive collection system maintenance program, our proposed team reduced West Bay Sanitary District SSOs by 82% in five years, avoiding costly regulatory actions.



Maintenance Challenges - I

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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

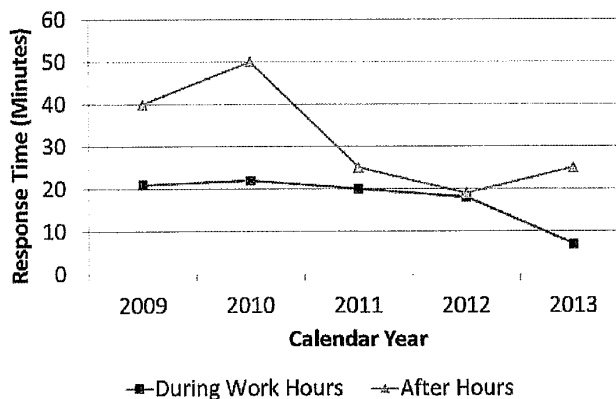
V. Collection System Maintenance Challenges (cont'd)

There is no silver bullet to improving sewer system performance. Achieving this success requires the following actions, which we have integrated into our approach.

- ◆ Proactive cleaning and inspection strategies
- ◆ Clear productivity goals, reinforced with work product quality assurance
- ◆ Frequent employee training
- ◆ Reliability, modern equipment
- ◆ Strategic pipeline replacements involving conventional and trenchless technologies

Challenge 2: Providing Timely and Effective Emergency Response
Solution: Readiness is the Key to Rapid Field Response

West Bay prides itself on our response time to calls. In the last few years, in addition to reducing SSOs, we have cut response time in about half. After-hours response time to SSOs in calendar year 2010 was approximately 50 minutes. Within this time, the on-call employee would get the call, drive to work, pick up the emergency response vehicle, and drive to the site. This process did not leave enough time to call in extra resources and perform reporting in the timeline required to mitigate and report a Category I SSO.



Simple yet effective process changes allowed West Bay to reduce after-hours response time by over half. Our staff are committed to rapid response and extend this commitment to the Town.

In 2011, Phil Scott implemented a simple process change, allowing the on-call employee to take the emergency response vehicle home and drive it directly to the site during a call-out. This new process reduced the after-hours call-out response time by more than half. The average response time for after-hours service in 2013 was **27 minutes**, which includes service to the Portola Valley, adjacent to the Town's service area.

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

V. Collection System Maintenance Challenges (cont'd)

Challenge 2: Timely and Effective Emergency Response (cont'd)

SSO response is our first priority, and all of our staff, including our proposed team members, are trained and paid to respond to emergencies, including 24/7 response to sewer system emergencies.



West Bay has developed a comprehensive Sewer System Management Plan (SSMP) and Overflow Emergency Response Plan (OERP) that are available through our website at the url: <http://westbay.com/education/what-we-do/ssmp>

We have a fleet of dedicated SSO response vehicles and equipment, including a First Responder truck and jet-vac combo cleaner, trailer-mounted bypass pumping equipment, and a ditch witch vacuum excavation and clean up trailer.



Our team is well versed in SSO response, containment, cleanup, sampling, and reporting. We are trained in the SSO estimating procedures and other response activities that are used throughout industry and supported by the Town's OERP provider, DKF Solutions. We will follow the Town's OERP, and will also integrate key aspects of West Bay's SSMP and OERP response procedures, where these procedures further improve service.

Challenge 3: Addressing Odor Control Solutions – Proactive and Environmentally Safe Solutions Make Smell Neighbors

West Bay has few odor complaints from its 12 pump stations, and sewer collection system – less than five per year. However, when odor complaints are received, West Bay crews respond with an on-site investigation and improvements, if needed.

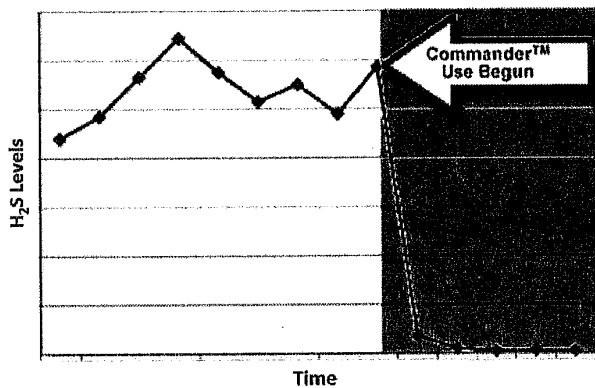


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West Bay Environmental Services, Inc. 10000 S. Bascom Avenue, Suite 100, San Jose, CA 95128
Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

V. Collection System Maintenance Challenges (cont'd)

For example, we have been working with an isolated odor issue at the Corte Madera pump station in Portola Valley. This station is located next to a creek and directly adjacent to a residence in a heavily wooded, bucolic neighborhood. West Bay needed to find an odor control solution that did not add unsightly equipment, and could be implemented in a small footprint. As a result, we are now dosing the pump station with Helix-Commander™ odor control product to control the odors through management of the H₂S vapors which create these odors. The effectiveness of this odor control approach is measured regularly with the West Bay OdaLogger Unit.



After studying the options available to control odors from this neighborhood pump station, West Bay found success with the Helix Commander™ product, which is easy to use, cost effective, and non-hazardous.

Challenge 4: Maintaining Positive Interactions with the Public Solution: Proactive and Environmentally Safe Solutions Make Good Neighbors

West Bay places high priority on responding to customer complaints about sewer service. Complaints are generally related to sewer stoppages, overflows, or, less frequently, odors. Response is performed by the field crews during work hours and the on-call staff member during non-working hours. Response includes making a field assessment of the complaint and taking necessary action(s) required to resolve the problem. Increased preventative maintenance may be implemented if the problem is mainline-related to minimize recurrence of the issue.



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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

V. Collection System Maintenance Challenges (cont'd)

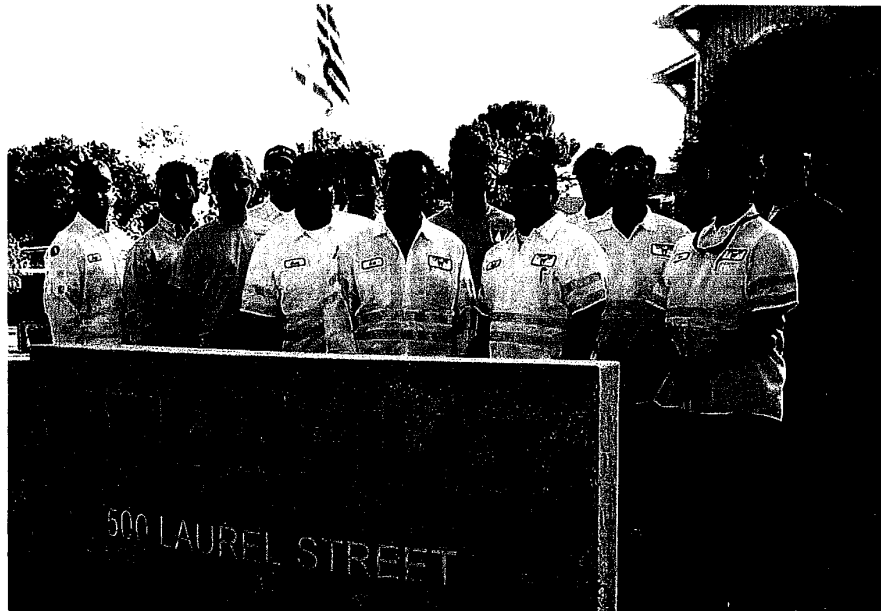
Challenge 4: Maintaining Positive Interactions with the Public (cont'd)

West Bay is an integral part of the community. For example, we are a proud sponsor of the Diaper Derby at the City of Menlo Park Chamber of Commerce Block Party.



We establish specific objectives in terms of response time, and distribute a customer feedback form after each response activity to collect information and learn from each customer interaction. Our customer survey process extends beyond these interviews and also considers factors such as the nature and accuracy of newspaper articles.

Our employees know that their performance is in part evaluated based on how the public perceives the agency. In this way, customer feedback is an effective tool in maintaining our quality of service.



Good service starts with the a positive first impression. Our Sewer maintenance crews are proud of their system and their work, and this pride shows in their presentation and attitude.



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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

VI. West Bay Fleet and Equipment

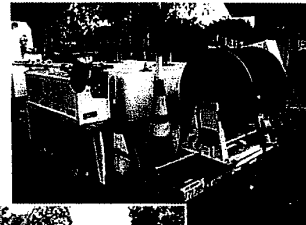
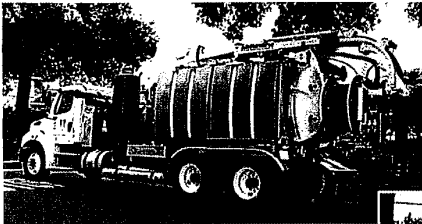
As a fully operational maintenance organization that is dedicated solely to wastewater collection system maintenance and management, we own and maintain a full fleet of vehicles and equipment. Our range of equipment allows us to service lines in hard-to-reach easements and locations, through both flushing, rodding, and even hand-rodding in the most difficult locations.

We are proud of our fleet, which is summarized below. Since we plan to integrate the Town's system into the West Bay maintenance schedules, all of the equipment shown will be available for use in maintaining the Town's sewer system.

We have systematically replaced our vehicles to assure that we have the most current technology. Most of the equipment described is less than 5 years old.

Summary of West Bay Fleet and Equipment:

- Pipe cleaning vehicles: combination jet-vac unit; trailer jetter; hydro jetter; and power rodder
- 2 CCTV inspection trucks (as of May 2014)
- 15 vehicles (from automobiles to fully equipped service truck, truck with jetter nozzle, dump truck, and one truck-mounted 3-ton crane)
- Additional construction tools and equipment, sufficient for completing small dig-and-replace repairs of the sewer system.



West Bay has a range of cleaning options to address pipes in different settings.

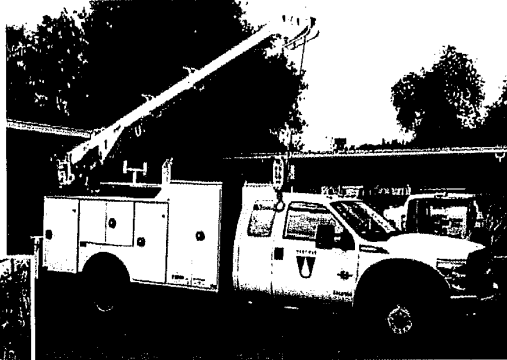
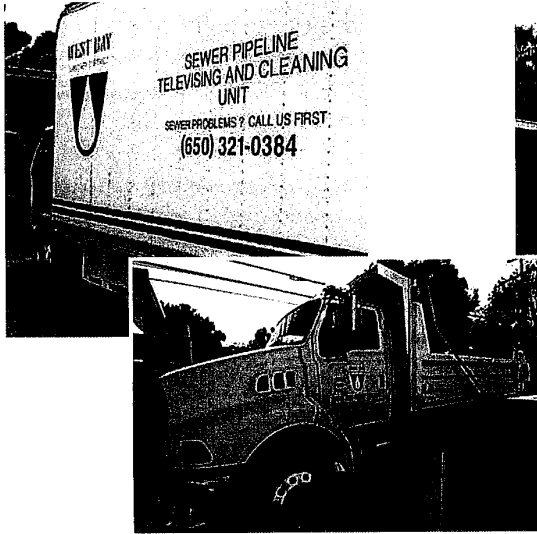


Fleet and Equipment - I

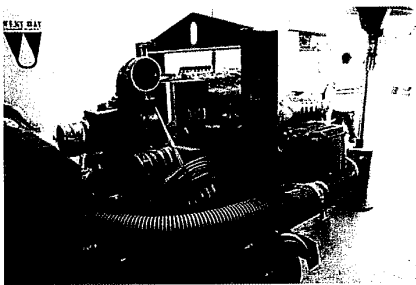
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VI. West Bay Fleet and Equipment (cont'd)



Inspection and repair vehicles allow cost effective small repairs, including immediate repairs needed to address SSOs.



SSO response is our first priority, and West Bay maintains a dedicated SSO response truck, trailer, and bypass pumping equipment truck for effective response.



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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

VI. West Bay Fleet and Equipment (cont'd)

Vehicles (Unit Number and Model Year)

<u>Vehicle ID</u>	<u>Description</u>
205	2012 Combo Unit (Aquatech)
201	2013 Cmax
216	2014 CCTV Unit
208	2014 Ford F350 2X4 (Service Truck)
213	1999 Ford Ranger Pickup (Source Control)
218	2007 US Trailer Jetter
212	2004 F450 Utility Truck (Assigned to Trailer Jetter)
204	2004 Power Rodder (Sreco)
207	2005 Ford Explore 4x4 (Projects Manager)
211	2008 Ford Escape (Construction Inspector)
209	2008 F550 Super Duty (Rehabilitation Crew)
202	2008 Ford Escape (Assistant Superintendent)
220	2012 New 1/2 inch Jetter on F550 4x4
203	2009 Sterling LT8500 Dump Truck
217	2011 F-350 Extended Cab w/ Utility Bed and 3 Ton Crane
214	2011 Ford F250 (Source Control)
210	2012 Ford Super Duty (Pump Truck)
206	2012 Ford Expedition (Superintendent's Vehicle)
219	2008 Traffic Control Unit
215	2003 International Hydro (SRECO) Jetter

For equipment list, see next page.

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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

VI. West Bay Fleet and Equipment (cont'd)

Equipment (Year and Description)

Year	Description
1994	Case Backhoe 58 Super K 4x4
1989	Extend A Jet (1" easement cleaning unit)
2001	Bobcat Model 873 Loader
2011	Concrete Saw Trailer (5x10)
2006	Dynapac Asphalt Roller
2006	Ingersoll Rand Compressor/Generator
2002	Zieman Trailer (Backhoe)
2005	6" Bypass Pump
2009	Carry All Confined Space Trailer
2011	Concrete Saw
2011	6" Gorman Rupp Pump
2011	Bypass Trailer
2011	Pipe Patch Trailer
2012	Jack Hammer Attachment for Bobcat
2012	Message Traffic Arrow Board

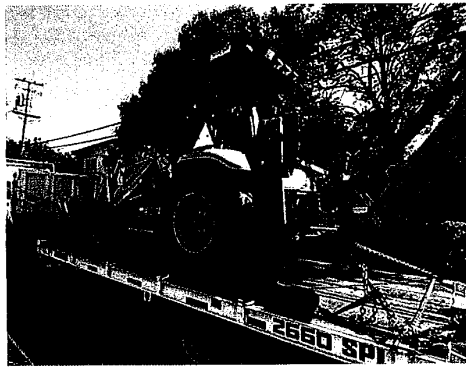


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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

VII. Staff Certifications

Our staff are highly certified, and are rewarded for continuing their professional development. Our team members are also heavily involved in California Water Environment Association (CWEA). Through our contacts in this leading organization, we have access to a wide range of resources and solutions to help improve operations.

West Bay is also the Lead Agency in a grassroots effort called the Collection System of the Future. Through this project, nine Bay Area agencies have come together, and over the next year, will brainstorm and find common solutions to our highest priority agency management challenges. If selected, West Bay will share the lessons learned from this important effort with the Town of Los Altos Hills.

California Water Environment Association Certificate Holders

Certificate	Employee	West Bay Position
Grade IV	Beyer	Source Control Inspector (and Environmental Compliance Inspector Grade I)
Grade I	Brown	Construction Inspector
Grade II	Chu	Pipeline Inspection Tech *
Grade III	Coca	Field Supervisor *
Grade I	Cortez	Rehab Field Supervisor
Grade II	Hildebrand	Maintenance Worker
Grade I	Hulsmann	Pump Facility Supervisor (and Mechanical Technologist Grade III)
Grade II	Martinez	Maintenance Worker
Grade I	Patino	Field Supervisor
Grade I	Praturlon	Source Control Inspector
Grade I	Sanchez	Pump Maintenance Mechanic (Grade is held in Mechanical Tech)
Grade I	Santos	Maintenance Worker
Grade I	Simonetti	Regulatory Compliance Inspector
Grade I	Valentine	Rehab Technician
Grade IV	Ramirez	Maintenance Superintendent
Grade IV	Scott	District Manager

* NASSCO PACP Certified



Staff Certifications - I

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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

VII. Certifications (cont'd)

CWEA Committee Involvement

- **Jed Beyer**, Santa Clara Valley Section, Collection System Committee – Chair
- **Brian Chu**, CWEA Northern Safety Day - Liaison Affairs Support
- **Juan Coca**, Santa Clara Valley Section, Collection System Committee— Secretary and San Francisco Bay Section- Member
- **Sergio Ramirez**, Santa Clara Valley Section- Board Member and San Francisco Bay Section -Past Chair
- **Phil Scott**, CWEA Board President Elect, Former CWEA Treasurer, Richard D. Pomeroy recipient, Golden Manhole recipient
- **John Simonetti**, CWEA 2nd Year Director of State Safety Committee, Northern Safety Day Conference Committee Co-Chair, Santa Clara Valley Section Safety Committee Co-Chair



In addition, District staff have various affiliations with **CASA, BACWA, ABAG, CSDA, and WEF**

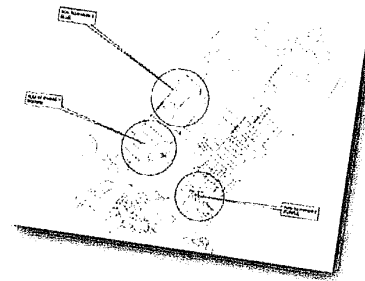
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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

VIII. CMMS / GIS Software

The District has used the Lucy software package (formerly known as GBA Master Series) for its Computerized Maintenance Management System (CMMS) since 2002.

The Lucy network is linked to the District's GIS maps, developed using ESRI software, through common manhole and pipe ID numbers. The town can readily view all Lucy data through maps generated through GIS. When CMMS data changes, a refresh of the GIS map will display the updated information. Each GIS layer's attribute table provides the information in database format, reflecting the data as it is stored in the Lucy software.



Lucy integrates GIS and the CMMS to develop preventive maintenance tools such as this root foaming map.

Due to their size, sewer inspection videos are stored on a separate server. The user is linked to the server and associated file through Lucy. However, videos are only accessed "real-time" from the office, and must be downloaded in advance for use in the field. CCTV logs, summaries, and other information are manageable in size and stored directly in the Lucy database.

Lucy as a Progressive System Management Tool

All asset information, cleaning, CCTV inspection, facility inspections, pipeline rehabilitation and replacement activities and results, and SSOs are logged into Lucy. The District uses this new data on a continuing basis, through pre-established decision trees, to refine and improve system management.

In addition to the desktop license, the District also uses tablets to capture work order data from the field. Critical asset data is available on field staff's mobile tablets during maintenance, repairs, and response activities. Field crews also input information directly onto forms that are stored within each tablet, eliminating the need for paper, and for transcribing information from paper to the computer. In this way, crews save time and reduce errors in data management. The data is uploaded back to the server at the end of each work shift.

Additional information on Lucy software options is provided through their website: <http://www.lucity.com>



Field tablets streamline data collection and reduce user issues found when manually updating the CMMS.

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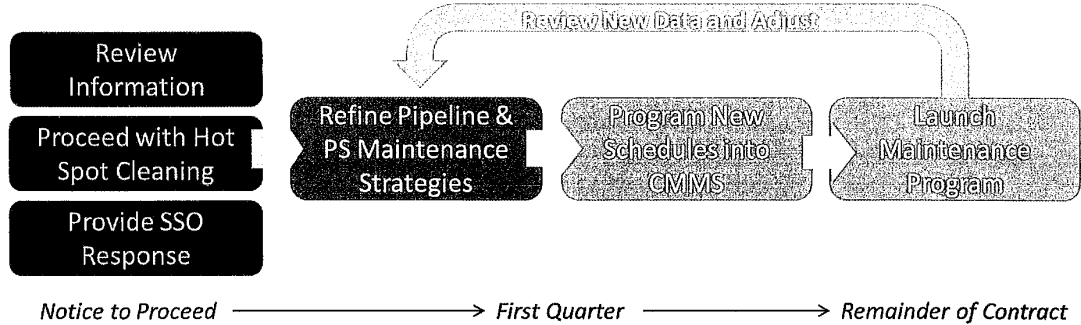
Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IX. Task List and Proposed Cost

The tasks and costs that are presented in the table on the following page follow the Scope of Work that is included in the Town's Request for Proposals. These services closely reflect the manner in which West Bay conducts maintenance on its system. Our crews are already in your neighborhood, providing service to the adjacent community of Portola Valley, and some parcels in Santa Clara County. Our day-to-day activities can be easily extended to serve the Town.

West Bay proposes to implement this scope in a manner that provides flexibility for adjustment mid-way through the maintenance cycle. In this way, services can be tailored better to meet the Town's needs. We believe that through this process, we will provide the needed services at a lower overall cost to the Town.

Our proposed implementation schedule is shown in the figure below.



Task List and Proposed Cost - I

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Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

IX. Task List and Proposed Cost (Cont'd)

Task	Description	Unit Cost	Quantity	12-Month Cost
Bid Item No. 1. Pump Station Maintenance	West Bay will perform maintenance on the Town's two pump stations following the schedule outlined in the RFP and provide 24-hour emergency response. Pump station maintenance includes wet well cleaning twice annually, and degreaser application as needed.	\$1,670/mo	12 months	\$20,040
Bid Item No. 2. Cleaning and Flushing in ROW	West Bay will clean sewer pipelines using our fleet of equipment and tools. 93,600 lf of pipe within the public right-of-way will be cleaned, with approximately 20 percent of this pipe accessible from only one end. This effort includes development of a progressive cleaning strategy (to move pipes on and off of the hot spot list) using CMMS, and QA/QC of cleaning activities through CCTV inspection. Cleaning results will be included in the CMMS.	\$0.92/lf	93,600 lf	\$86,112
Bid Item No. 3. Cleaning and Flushing in Easements	West Bay will clean sewer pipelines in easements using our fleet of equipment and tools. 31,200 lf of pipe will require cleaning, assuming all of the pipe is accessible from only one end. The progressive cleaning strategy described in Bid Item No. 2 will include these pipes. Results will be included in the CMMS.	\$1.31/lf	31,200 lf	\$40,872
Bid Item No. 4. CCTV Inspection within ROW	West Bay will complete CCTV inspection of 46,800 lineal feet of pipelines that are accessible through both ends of the pipe (to allow access of a pan-and-tilt camera as required to meet NASSCO PACP standards). Structural and O&M condition ratings and defect codes that use the PACP standard will be entered into the CMMS system as part of this item.	\$1.40/lf	46,800 lf	\$65,520
Bid Item No. 5. CCTV Inspection within Easements	West Bay will complete CCTV inspection of 12,480 lineal feet of pipelines that are accessible through both ends of the pipe within easements. Similar to Bid Item No. 4, CCTV results will be incorporated into the CMMS.	\$1.80/lf	12,480 lf	\$22,464
Bid Item No. 6. Response to SSOs with access from Right of Way	West Bay will follow the Town's Sewer System Management Plan and Overflow Emergency Response Plan in responding to and conducting initial reporting of sanitary sewer overflows. The Town will serve as the Legally Responsible Official (LRO). The Town's SSMP closely follows the West Bay SSMP, which requires response within 60 minutes from notification. Following the SSO, and subsequent CCTV inspection, West Bay will make recommendations as to follow-up actions, including identifying issues related to lateral connections. We consider SSO Avoidance and Response as the most critical components of our operating strategy, and are well trained to address SSOs of all sizes, at any time, as described further in Section V. This item proposes a "per-SSO" approach. West Bay agrees to complete SSO response at no cost to the Town if the SSO in question resulted from inadequate cleaning by West Bay up to six months prior to the SSO.	\$1,200/SSO	6 SSOs	\$7,200
Bid Item No. 7. Response to SSOs with access from Easements only	West Bay will provide SSO response and reporting for issues that occur within easements, following the approach described in Bid Item No. 6.	\$1,380/SSO	6 SSOs	\$8,280
Bid Item No. 8. Initial Setup and Database Transfer from CMMS and GIS Systems	West Bay will import the Town's CMMS data into Lucity CMMS software, and will develop at least six data collection forms in collaboration with the Town. This scope includes one seat license that is dedicated to the Town (includes Sewer module, CCTV module, Work Order module, GIS module, and Overflow module), and online access by the Town to its data. The CMMS and GIS shall provide access to the Town's CCTV data and hot spot maintenance schedules. This task includes generation of the initial Town hot spot list. Note: This bid item will be reduced to \$5,500 if the Town decides to use the West Bay license in lieu of purchasing a new seat license.	\$24,500 Lump Sum	1 LS	\$24,500
Bid Item No. 9. GIS Mapping Maintenance and Updates	West Bay will integrate new sewer system O&M information into the GIS maps on a monthly basis. This task includes maintenance of a change log and integration of other mapping updates as provided by the Town.	\$125/hour	120 hours	\$15,000
Bid Item No. 10. Monthly Management Reports	At the beginning of the project, we will develop a standard monthly summary format that includes the performance indicators that will be tracked and measured on a monthly and annual basis. These indicators will correlate closely to the measures that are described in Element 9 of the Town's SSMP. If these elements are not yet defined, we will assist the Town in developing a list that follows Regional Board expectations. The summaries will integrated progress made in pump station maintenance, and shall document any issues and recommendations to address these issues. This task includes the Town's biannual SSMP audit.	\$350/month	12 months	\$4,200
Bid Item No. 11. Sanitary Sewer Overflow Response for Private Laterals	West Bay will respond to SSOs related to private laterals, including determining ownership, notifying the owner of the issue, providing the owner with the Town's Sewer Spill Reference Plan, and entering information into the CMMS system.	\$310/lateral	6 SSOs	\$1,860
Total				\$296,048

- In addition, West Bay offers up to six point or spot repairs annually, and has provided example unit rates following this bid sheet.

- Pump station repairs will be completed on a time and materials basis, at a cost of \$90/hour with a 2-hour minimum. Parts and materials will be provided at cost plus 10 percent.

Task List and Proposed Cost - 2



EXHIBIT A

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

Example Unit Costs for Point and Spot Repairs

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

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

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

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



EXHIBIT A

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

X. Acceptance of Insurance and Indemnification Requirements

West Bay has reviewed the Town's Insurance and Indemnification requirements as provided in the Request for Proposals, and we request addition of the following language to the end of Section 5 of the Town's agreement:

Notwithstanding the foregoing, CONTRACTOR shall not be required by this Section 5 to indemnify, hold harmless or defend the TOWN for liability, including but not limited to fines or civil penalties imposed by regulatory authorities or non-governmental entities pursuant to the Clean Water Act or state law, that may arise if any part of the System fails, overflows, or otherwise causes damages or costs, provided that the failure, overflow, or other cause of the damage was not proximately caused by the Contractor's negligence in the performance of work specified by this Agreement. Examples of such failure, overflow or other problem include, but are not limited to: blockages that are proximately caused by facilities that are prone to root intrusion or blockages because they are beyond their useful life or improperly installed or damaged or degraded by roots, construction activities, earthquakes or settling; blockages caused by FOG build-up or other obstructions that could not be reasonably anticipated in a particular segment based on historic data; or blockages caused by acts of vandalism or contractor negligence ("Unexpected Events"). TOWN agrees to hold CONTRACTOR free and harmless and to indemnify CONTRACTOR and its officers, officials, employees and agents from all claims, demands, damages, liabilities, losses and costs of whatever nature arising from, connected with, or related to such Unanticipated Events, or that arise from or are proximately caused by TOWN's performance of work which is not included within the scope of this Agreement.

In addition, if West Bay is selected as the Contractor, we request that the Town amend the Agreement to reflect West Bay's participation in the CSRMA risk pool.



EXHIBIT A

EXHIBIT A

Proposal for the Town of Los Altos Hills Sewer System Operations and Maintenance

XI. Prevailing Wage Confirmation

West Bay acknowledges that all personnel occupied in performance of the field work will be paid prevailing regional wages (classification Laborer Group 1B for Santa Clara County) and West Bay will provide certified payrolls to the Town upon request.

Prevailing Wages is defined as the sums set forth in the documents entitled "General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1 and 1776."

If selected, West Bay will keep a copy of the prevailing wage rates in each service truck.

Further, West Bay will comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages.



Prevailing Wage Confirmation - I

EXHIBIT A

EXHIBIT A

West Bay Sanitary District

500 Laurel Street
Menlo Park, CA 94025

Phone: 650-321-0384
Fax: 650-321-4265
E-mail: sramirez@westbaysanitary.org



For more information, visit our website



EXHIBIT B

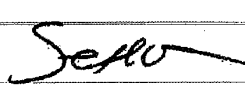
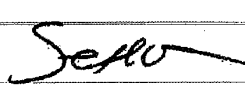
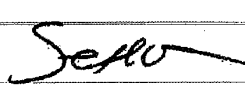
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Exhibit B

EXHIBIT B

**CALIFORNIA SANITATION RISK MANAGEMENT
AUTHORITY**

ADDITIONAL COVERED PARTY ENDORSEMENT

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

ADDITIONAL COVERED PARTY: Town of Los Altos Hills

CSRMA MEMBER ENTITY: West Bay Sanitary District

DESCRIPTION OF ACTIVITY: Maintenance Services Agreement

DATE(S) OF ACTIVITY: 07/15/2014 - 12/31/2014

LOCATION OF ACTIVITY: Town of Los Altos Hills

MAXIMUM COVERAGE LIMIT: \$2,000,000


DEDUCTIBLE: \$25,000

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

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

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

Date issued: 07/15/2014



Authorized Representative

EXHIBIT B

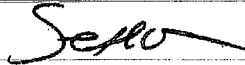
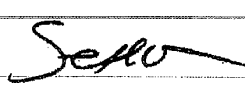
CERTIFICATE OF INSURANCE		15-Jul-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	INSURERS AFFORDING COVERAGE Please refer to Coverages section below.	
97		
COVERAGES		
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
CoverageType	Insurer	Policy
EffectiveDate	ExpirationDate	LimitType
		Amount
Workers Compensation and Employer Liability		
	Safety National Casualty Corporation	SP 4050951
		01-Jul-2014
		01-Jul-2015
		Statutory
		E.L. Each Accident
		\$1,000,000
		Disease - Each Employee
		\$1,000,000
		S.I.R.
		\$750,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS		
THIS CERTIFICATE IS ISSUED FOR EVIDENCE ONLY.		
IMPORTANT		
If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
DISCLAIMER		
The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.		
CERTIFICATE HOLDER		CANCELLATION
Town of Los Altos Hills Public Works Director 26379 Fremont Road Los Altos Hills, CA 94022 Attn: Richard Chiu Jr.		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSWC WBSB 1415 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
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Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
Worker's Compensation (Coverage)		
Limit	01-Jul-2014	01-Jul-2015
		-
		-
		\$750,000
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		AUTHORIZED REPRESENTATIVE 

TOWN OF LOS ALTOS HILLS
Staff Report to the City Council

July 19, 2018

SUBJECT: RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE TOWN OF LOS ALTOS HILLS AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM

FROM: Nichol Bowersox, Utility Engineering Manager *Ndb*

APPROVED: Carl Cahill, City Manager *C.C.*

RECOMMENDATION: That the City Council:

Adopt the attached resolution authorizing the City Manager to execute the second amendment of the **West Bay Sanitary District (WBSD) Maintenance Agreement** that includes operation and maintenance services for sanitary sewer systems, overflow emergency response services, asset management services, manhole data collection, and optional root foaming for an additional three years in an amount not to exceed \$1.49 million.

BACKGROUND

The Town of Los Altos Hills (Town) is located in Santa Clara County, bordering the Cities of Los Altos and Palo Alto, as well as unincorporated areas of the County. Land uses within the Town are predominantly single family residential on large lots (typically at least one acre).

The Town currently provides wastewater collection to a little over half of its approximately 3,000 developed parcels, with the remainder served by on-site septic systems. The Town also provides wastewater collection to a portion of the Loyola unincorporated County area, with the rest on septic systems or served by the City of Los Altos. The collection system includes approximately 56 miles of sewer pipelines and two sewage pump stations owned by the Town (Purissima and O'Keefe), plus additional pump stations and sewer lines owned by private residents. Portions of the Town's collection system also receive flow from sewers owned by the cities of Palo Alto and Los Altos. Wastewater flows from the Town are discharged to the cities of Palo Alto and Los Altos, from where they are conveyed to the Palo Alto Regional Water Quality Control Plant.

The Town is also required to maintain regulatory compliance with the maintenance and operation of the collection system as part of its Sewer System Management Plan (SSMP). Last updated in May 2016, the SSMP addresses the overall management, operation, and maintenance of the sanitary sewer system and is required for all sewer system agencies

under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, adopted in 2006 by the State Water Resources Control Board.

The Town is responsible for maintaining sewer mains in accordance with the Town Municipal Code. In accordance with section 6-4.443(7) of the municipal code, maintenance of the sewer lateral between the building and the main is the private property owner's responsibility; therefore, the agreement with WBSD pertains to maintenance and operation of the Town's sewer mainlines only and does not include private laterals.

In June 2014, the City Council authorized the City Manager to execute an agreement with WBSD to provide operation and maintenance services as well as emergency overflow response services. The Town and WBSD executed the first amendment to the Maintenance Service Agreement in June 2015 extending the original contract through July 2018.

WBSD, an independent Special District formed in 1902, provides wastewater collection and conveyance services to City of Menlo Park, Atherton, Portola Valley, and areas of East Palo Alto, Woodside, and unincorporated San Mateo and Santa Clara counties. WBSD's current service area is approximately 260 miles including Los Altos Hills.

DISCUSSION

WBSD has been under contract with the Town for almost 4 years and they have provided responsive service consistent with the terms of the current agreement. Almost all of the Town's sewer pipes have been cleaned and CCTV inspected. Sanitary sewer overflows have been reduced by more than 90% from 2014 to 2018. In addition, two (2) sewer pump stations have been maintained and the transition to a new Computerized Maintenance Management System (CMMS) has been completed.

The Town and WBSD are interested in extending the contract for another three years. Town staff has discussed scope changes with WBSD regarding footages for cleaning and CCTV inspections. Additional cleaning footage is needed for segments on the high frequency cleaning schedule and to maintain an overall 36-month cycle. Based on the completed CCTV inspections, the Town and WBSD agreed to a 6-year CCTV inspection schedule. The Town is continuing the option of chemical root foaming of approximately 17% of the Town's lines using WBSD's existing root foaming contract. The Town is re-evaluating the root foaming program and actual quantity for root foaming may be adjusted based on development the overall cleaning and maintenance plan. All data collected from cleaning, CCTV inspections, root foaming will be updated into the Town's CMMS system by WBSD to facilitate more efficient and better planning for future maintenance activities.

The proposed three-year extension with WBSD has been reviewed by staff and the Town's sewer consultant and the recommendation is to adopt the attached resolution authorizing the City Manager to execute an extension with **WBSD** to provide operation and maintenance services for sanitary sewer systems, 24/7 emergency and call-out services, asset management services, manhole data collection, and root foaming. This three-year contract agreement has a not-to-exceed amount of \$1.49 million. The three-year extension will ensure maintenance consistency and budget predictability for the

Town and will allow WBSD to continue cleaning of the entire system. The proposed term of the amended agreement is from August 1, 2018 to July 31, 2021.

FISCAL IMPACT:

Sufficient funds are included in the Two-Year Proposed Sewer Operating Fund Operating and Maintenance Account (015-4800-6140) to cover FY 18/19 and FY 19/20 (\$968,625) of this extension. Allocation for FY 20/21 will be adjusted based on the actual expenditures and maintenance progress.

ATTACHMENTS:

1. Resolution
2. Second Amendment to Maintenance Services Agreement Between Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System
3. Exhibit A
4. Maintenance Service Agreement Between Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System
5. Amendment to Maintenance Services Agreement Between Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF LOS ALTOS HILLS AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE TOWN OF LOS ALTOS HILLS AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM

WHEREAS, West Bay Sanitary District’s contract with the Town will expire on July 31, 2018; and

WHEREAS, West Bay Sanitary District has fulfilled its obligations to the Town under the existing contract; and

WHEREAS, the Town and West Bay Sanitary District desires to extend the contract for another three years; and

WHEREAS, the Town and West Bay Sanitary District desires to modify the scope of work; and

WHEREAS, the Utility Engineering Manager has reviewed West Bay Sanitary District’s proposal and recommends that the City Manager be authorized to execute an amendment to the existing agreement in an amount not to exceed \$1.49 million; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Los Altos Hills that:

1. Public interest and convenience require the Town of Los Altos Hills to amend the Maintenance Services Agreement between the Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System.
2. The City Manager is hereby authorized on behalf of the Town to execute an amendment to the existing agreement with West Bay Sanitary District in an amount not to exceed \$1.49 million.

PASSED AND ADOPTED this _____ day of _____ 2018.

By: _____
Mayor

ATTEST:

City Clerk

**SECOND AMENDMENT TO MAINTENANCE SERVICES AGREEMENT
BETWEEN
THE TOWN OF LOS ALTOS HILLS
AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE
OF LOS ALTOS HILLS SANITARY SEWER SYSTEM**

This amendment ("Amendment") by and between the Town of Los Altos Hills ("TOWN") and West Bay Sanitary District ("West Bay") is dated for references purposes as of August _____, 2018, with reference to the following facts:

RECITALS

WHEREAS, on August 1, 2014, TOWN and West Bay entered into an agreement entitled "Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System", ("Agreement"); and

WHEREAS, on August 1, 2015, TOWN and West Bay entered an amendment entitled "Amendment to Maintenance Services Agreement Between the Town of Los Altos Hills and West Bay Sanitary District for Operation and Maintenance of Los Altos Hills Sanitary Sewer System", ("First Amendment"); and

WHEREAS, both parties desire to amend the Agreement in order to modify the scope of work and to extend the term of the Agreement.

NOW THEREFORE, In consideration of the covenants, conditions and promises hereinafter contained, to be kept and performed by the parties hereto, TOWN and West Bay hereby agree that the following section of the aforesaid agreement dated August 1, 2014, as modified by the First Amendment, is amended to read as follows:

1. Revision to Section 1 (with additions in *italics* and deletions in ~~strikethrough~~)

1.1. Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on ~~July 31, 2018~~ *July 31, 2021*, the date of completion specified in **Exhibit A**, and Contractor shall complete the work described in **Exhibit A** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the Town's right to terminate the Agreement, as provided or in Section 8.

2. Revision to the first paragraph of Section 2 (with additions in *italics* and deletions in ~~strikethrough~~)

Section 2. COMPENSATION. Town hereby agrees to pay Contractor a sum not to exceed ~~\$1,285,000 (one million two hundred and seventy five thousand dollars)~~ *\$1,489,556 (one million four hundred eight-nine thousand and five hundred and fifty-six dollars)*, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and

reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. Town shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Town to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to Town in the manner specified herein. Except as specifically authorized by Town, Contractor shall not bill Town for duplicate services performed by more than one person.

3. Exhibit A

Existing Exhibit A "Town of Los Altos Hills Proposal for Sewer Maintenance Activities by West Bay Sanitary District Years 1 through 3 (August 1 through July 31)" shall be replaced, in its entirety, with the attached Exhibit A.

4. General Provisions

- A. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- B. Except as modified hereby, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.
- C. Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.
- D. In case of any conflict between any term or provision of this Amendment and any term of provision of the Agreement, the term or provision of this Amendment shall govern.
- E. This Amendment shall be deemed to be made in, and construed in accordance with, the laws of the State of California. In the event suit is brought by either party hereunder, the Parties agree that venue for such action shall be vested in the state courts of California in the County of Santa Clara or in the United States District court in the Northern District of California.
- F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement.

IN WITNESS WHEREOF, this Amendment has been executed as of the date set forth above.

WEST BAY SANITARY DISTRICT

TOWN OF LOS ALTOS HILLS

APPROVED AS TO FORM
AND LEGALITY:

District Counsel

AGREED:

District Manager
2463185.1

APPROVED AS TO FORM
AND LEGALITY:

City Attorney

AGREED:

City Manager

Attachment 3

EXHIBIT A

Task	Description of Work to be Completed on an Annual Basis	2018 Unit Cost	Unit	Quantity per Year	8/1/18 through 7/30/19	8/1/19 through 7/30/20	8/1/20 through 7/30/21	3-Year Total
1	Pump Station Maintenance. West Bay will continue to maintain the Town's two pump stations following the schedule outlined in the original RFP, and will also provide 24-hour emergency response. Pump station maintenance includes wet well cleaning twice annually and degreaser application as needed.	\$1,879.50	month	12	\$ 22,554	\$ 23,231	\$ 23,928	\$ 69,712
2	Preventative Maintenance Cleaning. West Bay will clean up to 69,023 feet of mainline pipe every year for three years. This does not include the feet of mainline pipe cleaned in the High Frequency Schedule.	\$ 1.33	If	69,023	\$ 91,801	\$ 94,555	\$ 97,391	\$ 283,746
3	High Frequency PM Cleaning. West Bay will clean up to 89,000 feet of mainline pipe. This is in addition to the regular Preventative Maintenance Cleaning performed each year.	\$ 1.33	If	89,000	\$ 118,370	\$ 121,921	\$ 125,579	\$ 365,870
4	CCTV Pipeline Inspection. West Bay will complete CCTV inspection of approximately 49,345 each year on a 6 year cycle, using NASSCO PACP standards. Defects and other collection information will be included in the CMIMS.	\$ 1.75	If	49,345	\$ 86,354	\$ 88,944	\$ 91,613	\$ 266,911
5	Response to Category 2 and 3 Sanitary Sewer Overflows. West Bay will follow the Town's SSMP and OERP in responding to and conducting initial reporting of SSOs. The Town will serve as the LRO. The Town's SSMP will closely follow the West Bay SSMP, which requires response within 60 minutes from notification. Following the SSO, and subsequent CCTV inspection, West Bay will make recommendations as to follow-up actions, including identifying issues related to lateral connections. We consider SSO Avoidance and Response as the most critical components of our operating strategy, and are well trained to address SSOs of all sizes, at any time, as described further in the original proposal. This item proposes a "per-SSO" approach. West Bay agrees to complete SSO response at no cost to the Town if the SSO in question resulted from inadequate cleaning by West Bay up to six months prior to the SSO.	\$1,639	each	3	4,917	5,065	5,216	15,198

6	Response to Category 1 SSOs. West Bay will provide SSO response as described in Item 5. This will include appropriate creek mitigation when necessary for first 4 hours. (\$650 for every hour thereafter.) If a technical report is required an additional \$1,800 charge will apply.	\$2,616	each	2	5,232	5,389	5,551	16,172
7	SSO Response for Private Laterals. West Bay will respond to SSOs related to private laterals, including determining ownership, notifying the owner of the issue, providing the owner with the Town's SSO response plan, and entering information into CMMS.	\$349	each	5	1,745	1,797	1,851	5,394
8	CCTV Inspection Quality Control - West Bay will randomly select two line segments per month which have been cleaned in the prior month to verify the quality of the cleaning.	\$537	each	24	\$ 12,888	\$ 13,275	\$ 13,673	\$ 39,836
9	GIS and CMMS Updates. West Bay will continue to update the Town's GIS and CMMS files in a efficient and useful manner as determined by West Bay. The Town will continue to have limited online access to the database. West Bay will integrate new line attribute data into the maps on a monthly basis, and will update the network configuration on a quarterly basis or as-needed. This work is anticipated to include approximately 10 hours per month and no more than 120 hours per year unless authorized by the Town.	\$141.00	hour	120	\$ 16,920	\$ 17,428	\$ 17,950	\$ 52,298
10	Monthly Management Report. West Bay will continue to provide monthly O&M reports to the Town in the format that is currently in use.	\$532	month	12	\$ 6,384	\$ 6,576	\$ 6,773	\$ 19,732
Subtotal Tasks 1 through 10					\$ 354,276	\$ 364,905	\$ 375,852	\$ 1,095,033
Optional 1	Pump Station Unscheduled Repairs. West Bay will perform unscheduled repairs to pump stations as needed. Time and Material will be charged for this service. Pump Supervisor \$106 per hour/ \$136 per hour at overtime rate. Pump Station Mechanic \$81 per hour/ \$104 per hour at overtime rate. (Estimated price based on one 4 hour call using Pump Supervisor and Pump Mechanic at regular labor rate only excluding material/parts.) Tasks lasting more than 4 hours in duration will require approval by Town representative.	\$748.00	each					

Optional 2	<p>Unscheduled Cleaning. Clean up to 7,200 feet of mainline pipe. This is in addition to the regular Preventative Maintenance and High Frequency Cleaning. Unscheduled Cleaning is line cleaning required for proper CCTV inspection or upon the Town's request. This charge will not apply to CCTV if the line segment has been cleaned within 6 months.</p>	1.33	If					
Optional 3	<p>High Frequency PM CCTV Assessment: West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency. Once the CCTV inspections are performed and reassessed, it is anticipated that we will be able to reduce the amount of lines designated to the High Frequency list. This CCTV includes a cleaning if necessary.</p>	\$ 2.42	If					
Optional 4	<p>High Frequency PM CCTV Assessment OVERTIME (O.T.): West Bay will CCTV inspect up to 22,250 feet of pipe in order to reassess their preventative maintenance frequency using Overtime. Once the CCTV inspections are performed and reassessed, it is anticipated that we will be able to reduce the amount of lines designated to the High Frequency list. This CCTV includes a cleaning if necessary.</p>	\$ 2.60	If					
Optional 5	<p>Pass-through contract with Duke's for root foaming. Assumes half of the pipes within 1/3 of service area require treatment annually.</p>	\$1.04	If					
Optional 6	<p>Pipe Patch Repairs. West Bay will perform upto 12 PipePatch repairs as requested by the Town.</p>	\$ 1,538.00	each					
Optional 7	<p>Additional Work Rates: RCC \$123 Hr / \$158 O.T., PS Super \$106 hr / 136 O.T., PS Mech. \$81 hr. / \$104 O.T., Field Supervisor \$91 hr. / \$117 O.T., Maintenance Tech \$81 hr. / \$104 O.T., Maintenance Worker \$71 hr. / \$91 O.T.</p>							
Optional 8	<p>Audits: West Bay will perform a 2 year Audit of the effectiveness of the SSMP and recommend revisions, if needed, in year 2020 = \$1,800. West Bay will secure consultant for an independent 5-year Audit as required by GWDR 2006-003 in year 2019 at cost plus 10% (estimated at \$15,000 for 5-year audit).</p>							

SUBJECT: RESOLUTION TO EXECUTE THE THIRD AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE TOWN OF LOS ALTOS HILLS AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM

FROM: Jen Chen, Engineering Consultant
Zachary Dahl, AICP, Interim Engineering Services Manager 

APPROVED: Carl Cahill, City Manager

RECOMMENDATION: That the City Council:

Adopt a resolution (Attachment 1) authorizing the City Manager to execute the third amendment of the **Maintenance Services Agreement** with **West Bay Sanitary District (WBSD)** that includes maintenance services for the sanitary sewer collection system, overflow emergency response services, asset management services, and optional pipe patching and root foaming for an additional year in an amount not to exceed \$550,000.

BACKGROUND

The Town of Los Altos Hills encompasses 8.4 square-mile area in Santa Clara County and borders with Cities of Los Altos and Palo Alto and unincorporated County areas. The Town owns and manages the sanitary sewer collection system which consists of approximately 56 miles of sewer pipelines, 1,700 manhole structures and cleanouts, and two lift stations (Purissima and O'Keefe). The collection system currently serves a little over half of the approximately 3,000 developed parcels in the Town with the remainder on private septic systems. The collection system also serves a portion of the parcels in the Eastbrook and Loyola unincorporated County areas within the Town's Urban Service Area (USA). Wastewater from over 1,800 residential and eight non-residential service connections is collected through the 56 miles of the sewer network and conveyed to the Palo Alto Regional Water Quality Control Treatment Plant through the collection systems of Cities of Palo Alto and Los Altos.

The Town is responsible for maintaining regulatory compliance with its Sewer System Management Plan (SSMP) which is regulated under the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems by the State Water Resources Quality Control Board.

The Town is also responsible for maintaining the sanitary sewer system in accordance with Town Municipal Code. Pursuant to Section 6-4.443(7), maintenance of the sewer lateral between the building and the Town's sewer main is the responsibility of the private property owner and therefore the maintenance agreement with WBSD does not include private laterals.

In June 2014, the Town entered an agreement with WBSD for sanitary sewer maintenance services as well as emergency overflow response services. A copy of the Agreement is included as Attachment 3. The Town and WBSD executed the first amendment to the Maintenance Service Agreement in June 2015 extending the original contract for three years through July 2018. The

Town and WBSD executed the second amendment in July 2018 which modified the scope of work and extended the Agreement for an additional three years through July 2021. Both of these amendments to the Agreement are included in Attachment 4.

WBSD is an independent Special District formed in 1902 that provides wastewater collection and conveyance services to City of Menlo Park, Atherton, Portola Valley, and areas of East Palo Alto, Woodside, and unincorporated San Mateo and Santa Clara counties. WBSD currently maintains approximately 260 miles of collection systems including the Town's sanitary sewer system.

DISCUSSION

Contract Renewal vs Extension

WBSD has been under contract with the Town for more than six years and provided responsive service consistent with the terms of the current Agreement. The Town's sewer pipelines have been cleaned at least twice and CCTV inspected one time. The lift stations have been serviced on a monthly basis and sanitary sewer overflows have been overall reduced by 90% from 2014 to 2021.

The Town and WBSD are interested in extending the current Agreement, and given the current uncertainties related to the pandemic and staffing transition in the Public Works Department, a one-year extension through July 31, 2022 appears to be the best option. WBSD has experienced significant price fluctuations with the fuel and equipment costs and difficulty with manpower allocation necessary to uphold the current maintenance schedule and the Town is currently in the process of recruiting for a new Public Works Director. Thus, allowing for an additional year before negotiating a new maintenance contract appears to be a good option for both the Town and WBSD.

Staff and WBSD have discussed the terms of the third amendment, which includes a one-year extension and a revised price schedule to help WBSD recover additional costs related to increases in labor cost and time required for asset management. A copy of the third amendment to the Agreement is included as Attachment 2. The District proposes an overall 4% price adjustment in lieu of the 3% standard price adjustment for inflation proposed by the current Agreement. The District needs the additional 1% adjustment to offset the additional labor costs resulting from a new Labor Union Contract Agreement (Attachment 5). The new Union Contract, effective from FY 2019 to FY 2023, increases base wage rate from 3% to 4%. The 1% increase in labor costs was not anticipated by the District at the time of contract renegotiation in 2018 and thus was not captured in the contract amounts for the past two years. WBSD also proposes to increase the allotted time for monthly Geographic Information System (GIS) and Computerized Maintenance Management System (CMMS) updates under Task 9 from 10 to 20 hours for the next contract year. WBSD expects more than 20 hours a month is needed for the task based on the past records. The District estimated 10 hours for the task in 2018 but has since experienced increasing demand for work hours to maintain the database. WBSD's full price schedule for the upcoming year is included in Exhibit A of the third amendment (Attachment 2).

Staff has conducted a cost analysis and determined WBSD's proposal is reasonable and justified. The proposed changes to the price schedule will result in 4% increases in the unit prices for all services and 7.7 % increases in overall contract amount (base contract plus options) as shown in the comparison table below.

Cost Comparisons					
	Current Contract 2020-2021	Contract Extension to 7/31/2022			
		3% annual price adjustment proposed by current contract	4% increase due to a new Union Contract	4% increase + additional 10 hours for asset management	Increases due to Amendment 3, comparing with current contract
Base Contract	\$ 389,525	\$ 401,211	\$ 405,106	\$ 423,774	\$ 34,249
Options	\$ 120,000	\$ 123,600	\$ 124,800	\$ 124,800	\$ 4,800
Total	\$ 509,525	\$ 524,811	\$ 529,906	\$ 548,574	\$ 39,049
Overall increase in % comparing to current contract		3.0%	4.0%	7.7%	7.7%

Conclusion

Staff recommends adopting the attached resolution authorizing the City Manager to execute a one-year extension with WBSD to provide operation and maintenance services for sanitary sewer systems, 24/7 emergency and call-out services, asset management services, pipe patching, and root foaming. This one-year contract agreement is capped at \$550,000 and will ensure maintenance consistency and budget predictability for the Town. The proposed term of the amended agreement is from August 1, 2021 to July 31, 2022.

FISCAL IMPACT

The costs for this operation and maintenance agreement will be included in the Town's FY 2021-22 Operating and Capital Budget and adjusted based on the actual expenditures and maintenance progress.

ATTACHMENTS

1. Resolution
2. Third Amendment to Maintenance Services Agreement with West Bay Sanitary District
3. Original Maintenance Service Agreement with West Bay Sanitary District
4. First and Second Amendments to the Maintenance Services Agreement
5. 2019 MOU between West Bay Sanitary District and the Labor Union

RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF LOS ALTOS HILLS AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE TOWN OF LOS ALTOS HILLS AND WEST BAY SANITARY DISTRICT FOR OPERATION AND MAINTENANCE OF LOS ALTOS HILLS SANITARY SEWER SYSTEM

WHEREAS, the Town of Los Altos Hills and West Bay Sanitary District entered a Maintenance Services Agreement for operation and maintenance of the Town’s sanitary sewer system in June, 2014; and

WHEREAS, the Maintenance Services Agreement with West Bay Sanitary District will expire on July 31, 2021; and

WHEREAS, West Bay Sanitary District has fulfilled its obligations to the Town under the existing Agreement; and

WHEREAS the Town and West Bay Sanitary District desire to extend the Agreement for another 12 months; and

WHEREAS Staff has reviewed West Bay Sanitary District’s proposal with a revised price schedule and recommends that the third amendment to the existing Maintenance Services Agreement for an additional 12 months in an amount not to exceed \$550,00 be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Los Altos Hills that:

1. Public interest and convenience require the Town of Los Altos Hills to amend the Maintenance Services Agreement with West Bay Sanitary District for operation and maintenance of the Los Altos Hills Sanitary Sewer System.
2. The City Manager is hereby authorized on behalf of the Town to execute the third amendment to the Maintenance Services Agreement with West Bay Sanitary District for an additional 12 months in an amount not to exceed \$550,000.

The above and foregoing Resolution was passed and adopted by the City Council of the Town of Los Altos Hills at a regular meeting held on the 15th day of April, 2021 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

BY: _____
Kavita Tankha, Mayor

ATTEST:

Deborah Padovan, City Clerk



WEST BAY SANITARY DISTRICT AGENDA ITEM 10

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *April 28th, 2021 Update Report on District Response to Corona Virus*

Background

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

Analysis

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

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

Social Distancing: District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6 foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that

Report to the District Board for the Regular Meeting of April 28, 2021

cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

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

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

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

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

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

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

May 27 update: The District has opened the office to the public on Tuesdays and Thursdays. Stickers on the floors and notices on the doors and shields at the counters have been placed to remain compliant with the Health Dept. Wipes and signs have been placed in the bathrooms. All the departments except Administration have returned to normal work hours (which are mostly 9/80 schedule but crews are still separated with the Satellite Office/Corp Yard. As a result of these changes have updated the COVID 19 response plan and affixed to entry doors as required.

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

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

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

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

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

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

employees test negative for COVID-19, or quarantine for 14 days, they will be allowed back to work.

October 14 update: No updates at this time.

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

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

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

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

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

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

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

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

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

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

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

Fiscal Impact

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom

Meeting Equipment (approx. \$6,000) these expenses were absorbed in the Operating budget. The FY2020-21 Budget could be substantially impacted by the effects of the national COVID 19 response. To date approximately \$5300.00 has been spent in PPE, \$2000.00 in disinfecting equipment, and \$1927.00 in producing and updating the COVID 19 Response Plan.

Recommendation

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, District Manager

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

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

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Sergio Ramirez, District Manager

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

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: Board of Directors

From: Sergio Ramirez, District Manager

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 14**

To: Board of Directors

From: Sergio Ramirez, District Manager

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

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

Report to the District Board for the Regular Meeting of April 28, 2021

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