

1902 - Serving Our Community for over 115 Years - 2021
WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JULY 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 or ZOOM ONLY

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

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/92916290270?pwd=cXdyMTBWOHQ4UkhyZit3b3JFMllvQT09>
Meeting ID: 929 1629 0270 Passcode: 870904

Or by phone, call: 1-669-900-6833 Meeting ID: 929 1629 0270 Passcode: 870904

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

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

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

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

- A. Approval of Minutes for Regular meeting July 14, 2021 Pg. 3A-1
- B. Consider Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Main Abandonment and New Manhole at 100 Terminal Avenue, Menlo Park, CA Pg. 3B-1
- C. Consider Authorizing the District Manager to Issue Class 3 Sewer Permit No. 1608 for the Construction of Wastewater Facilities for 20 Sioux Way, Portola Valley, California Pg. 3C-1

- D. Consider Authorizing the District Manager to Issue Class 3 Sewer Permit No. 1605 for the Construction of Wastewater Facilities for 30 Cheyenne Point, Portola Valley, California Pg. 3D-1
 - E. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1102 for the Construction of Wastewater Facilities for 40 Sioux Way, Portola Valley, California Pg. 3E-1
 - F. Consider Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 193 Meadowood Drive, Portola Valley (077-211-110), Lands of Oak Hills Ranch LLC Pg. 3F-1
 - G. Consider Resolution of Intention to Annex Certain Territory (193 Meadowood Drive) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3G-1
4. District Manager’s Report Pg. 4-1
 5. Consider Authorizing District Manager to Execute the Agreement for Engineering Services from Freyer & Laureta, Inc. for the Permitting and Agency Coordination for the Flow Equalization & Resource Recovery Facility Levee Improvement Project and Authorize the District Manager to Approve up to Ten Percent Contingency for Additional Work on an As-Needed Basis Pg. 5-1
 6. Consider Approving to Support the Menlo Country Club Recycled Water Facility by applying for a State Water Resources Control Board Water Recycling Grant (50:50 cost share with the State) Pg. 6-1
 7. Consider Approving Extension of Financial Audit Contract Fiscal Year 2020-21 Pg. 7-1
 8. Consider Approving Purchase of a 2022 Ford F550 ½ Inch Jetter Pg. 8-1
 9. July 28th Update Report on District Response to Corona Virus Pg. 9-1
 10. Consider Approving Engineering Services Proposal for a Pump Station Design Project at Avy Ave. & Altschul Ave. in Menlo Park 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. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
 16. Adjournment

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



1902 - Serving Our Community for over 115 Years - 2021

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JULY 14, 2021 AT 7:00 P.M.**

1. Call to Order

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

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker, Treasurer Thiele-Sardiña (arrived at 7:35 PM), Director Moritz, Director Otte
BOARD MEMBERS ABSENT: None
STAFF MEMBERS PRESENT: Ramirez, Condotti by Zoom, Fisher by Zoom
Others Present: None

2. Communications from the Public: None.

3. Public Hearing: Consideration to Approve Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for Fiscal Year 2021/2022

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

Comments: None.

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

4. Consideration to Approve Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for Fiscal Year 2021/2022

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

Comments: None.

5. Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Donofrio (20 Sioux Way, Portola Valley)

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

Comments: None.

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

- 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 Donofrio (20 Sioux Way, Portola Valley)**

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

Comments: None.
- 7. Consideration of Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 20 Sioux Way, Portola Valley (077-310-020), Lands of Donofrio**

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

Comments: None.
- 8. Consider Resolution Authorizing the President and Secretary to Enter into Agreement Creating Covenants Running With the Land for 20 Sioux Way, Portola Valley**

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

Comments: None.
- 9. Public Hearing - Annexing Certain Territory Within the West Bay Sanitary District's On-Site Wastewater Disposal Zone – Lands of Mitic (155 Grove Drive, Portola Valley)**

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

Comments: None.

Motion to Close by: Moritz 2nd by: Walker Vote: AYE: 4 NAY: 0 Abstain: 0
- 10. 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 Mitic (155 Grove Drive, Portola Valley)**

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

Comments: None.
- 11. Consideration of Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 155 Grove Drive, Portola Valley (077-310-020), Lands of Mitic**

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

Comments: None.

12. Consider Resolution Authorizing the President and Secretary to Enter into Agreement Creating Covenants Running With the Land for 155 Grove Drive, Portola Valley

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

Comments: None.

13. Consent Calendar

Motion to Approve by: Moritz 2nd by: Otte 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 June 23, 2021
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru June 30, 2021
- C. WBSD Operations and Maintenance Report – June 2021
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – June 2021
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – June 2021
- F. Consideration to Approve District's Investment Portfolio Reports Including Transactions of Assets Described Therein as of 6/30/21
- G. Consideration of Authorizing the District Manager to Issue Class 3 Sewer Permit No. 1606 for the Construction of Wastewater Facilities for 30 Holden Court, Portola Valley, California

14. District Manager's Report

Comments: District Manager Ramirez summarized his report by stating the District has not experienced sanitary sewer overflows (SSOs) since the last meeting. He continued to report that the root foaming in Ladera will have to be scheduled in December so it does not cause a problem to the recycled water plant on Sandhill Road. District Manager Ramirez also reported that HF&H will submit an estimate to conduct the Solid Waste Rate Study for 2022. The Board asked if the Solid Waste Rate Study was necessary this year and wanted to know if the District can use last year's projections to set the new rates rather than conducting another rate study. He also reported that the next step in the levee project is to enter into a contract with Freyer & Laureta Inc. to assist with design permitting and then bid the levee reconstruction project. District Manager Ramirez reported that Menlo Country Club is interested in partnering with the Town of Woodside and the District to build a recycled water facility on their property similar to the Sharon Heights facility. The complete District Manager's report is in the July 14, 2021 agenda packet.

15. Consideration to Approve the Sale of Remaining SHGCC Bonds in the Recycled Water SRF Reserve Investment Account to the Recycled Water Cash Flow Reserve, Close the Account, and Authorize the District Manager to Transfer Funds to the Recycled Water SRF Money Market Account

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

Comments: The Board briefly discussed the request by Sharon Heights Golf & Country Club (SHGCC) to move their deposit to a money market account. The Board approved the final liquidation of the account.

16. July 14th Update Report on District Response to Corona Virus

Comments: District Manager Ramirez reported staff is working with legal counsel and Du-All Safety to update the Covid-19 Response Plan and that training will take place in July on the updated plan.

17. Report and Discussion on Sharon Heights Recycled Water Plant

Comments: District Manager Ramirez reported the flow study at Avy and Altschul is complete and data shows approximately 95,000 gallons per day (GPD) flow through the area. The District and SHGCC have obtained an estimate to construct a “second pick point” pump station. The Board will have to consider approving the full design and eventually the construction of a pump station. He also reported that SHGCC staff has filled the storage pond on a few occasions with potable water which did not leave enough room to supply them with recycled water. The Board asked District staff that moving forward staff report on how much water was recycled as well as how much was actually delivered to the storage pond.

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

Comments: District Manager Ramirez reported that the District has submitted the formal application for the State Revolving Fund loan. He also reported that Silicon Valley Clean Water is in support of the Bayfront Recycled Water Facility. He continued to report that staff has met with developers, and based on those meetings, the Board should consider establishing a connection fee to recover the capital cost for constructing the new facility and pipeline distribution system. The Board directed the District Manager to work on developing a financial plan to analyze the cost implications of building the recycled water infrastructure. The plan could help establish a recycled water capacity connection fee and rate structure.

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

Comments: None.

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

Comments: Director Otte reported that SVCW WIFIA loan agreements are moving forward.

21. Closed Session

Entered closed session at 8:42 p.m. Left closed session at 8:59 p.m.

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

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

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Cal. Govt. Code §54956.9(d))

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

Reportable action: District Council Condotti reported that the Board directed the District Manager to proceed with a class and compensation study of unrepresented and exempt staff by CPS HR Services.

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

Comments: President Dehn summarized that the next Board meetings will be held on July 28th and August 18th. The August 11th and 25th Board meetings will be cancelled. She also summarized that, internal workshops for Portola Valley annexations and reimbursement agreements will be held in September.

23. Adjournment Time: The meeting was adjourned at 9:04 PM

THIS PAGE LEFT INTENTIONALLY BLANK



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

To: Board of Directors

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

Subject: Consider Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Main Abandonment and New Manhole at 100 Terminal Avenue, Menlo Park, CA

Background

The Menlo Park Community Campus at 100 Terminal is being redeveloped. Currently, the District's sewer main extends into the property, however, the proposed project would abandon this section and install a new demarcation manhole in the right-of-way.

Analysis

District staff has reviewed plans and ensured that this main will be abandoned according to District standards.

Fiscal Impact

No impact to the District.

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. 1609.

Attachments: Resolution ____ (2021)
Notice of Exemption
Class 3 Permit (1609)
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: Menlo Park Community Campus

Location: 100 Terminal Avenue, Menlo Park, CA

Entity or Person Undertaking Project: Level 10 Construction

Determination of the District Board:

The District Board hereby certifies that it has reviewed the Preliminary Review and Notice of Exemption 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 Preliminary Review and Notice of Exemption has been prepared and completed in compliance with the California Environmental Quality Act and the State Guidelines.

The Board finds that the project Preliminary Review and Notice of Exemption 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 Final EIR.

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 Final EIR.

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 Exemption pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act adopted by Resolution No. 1105 of this District Board. The District Manager is ~~(further)~~ (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 July 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”

Menlo Park Community Campus
July 13, 2021

INTRODUCTION. At the July 28, 2021 District Board Meeting, the Board will consider the approval of the class 3 sewer permit for the abandonment of existing sewer main and installing a new manhole; 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 contractor, Level 10 Construction.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the sewer abandonment and manhole installation at 100 Terminal Avenue 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, and the County of Santa Clara, including 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:

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

This project is being implemented to abandon existing facilities and installing a new manhole.

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

WEST BAY SANITARY DISTRICT

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

Permit Number
1609

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

100 terminal Ave

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

Residential Non-residential Development at said location.

ENGINEER'S

KPFF engineer
Name

45 Fremont st, 28th floor, SF CA 94105
Address

CONTRACTOR'S

Level 10 construction
Name

1050 Enterprise Way, Suite 250 Sunnyvale, CA 94089
Address

OWNER'S

Hibiscus Properties, LLC
Name

1 Hacker way, Menlo Park, CA 94025
Address


Applicant's Signature

Rachel Peng
Signed by - Please Print Name

133 Bothelo Ave, Milpitas, CA 95035
Address

Receipt of \$ 585.00 Application Fee is hereby acknowledged _____ Date

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

Comments _____

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT
Sergio Ramirez, District Manager

Date _____

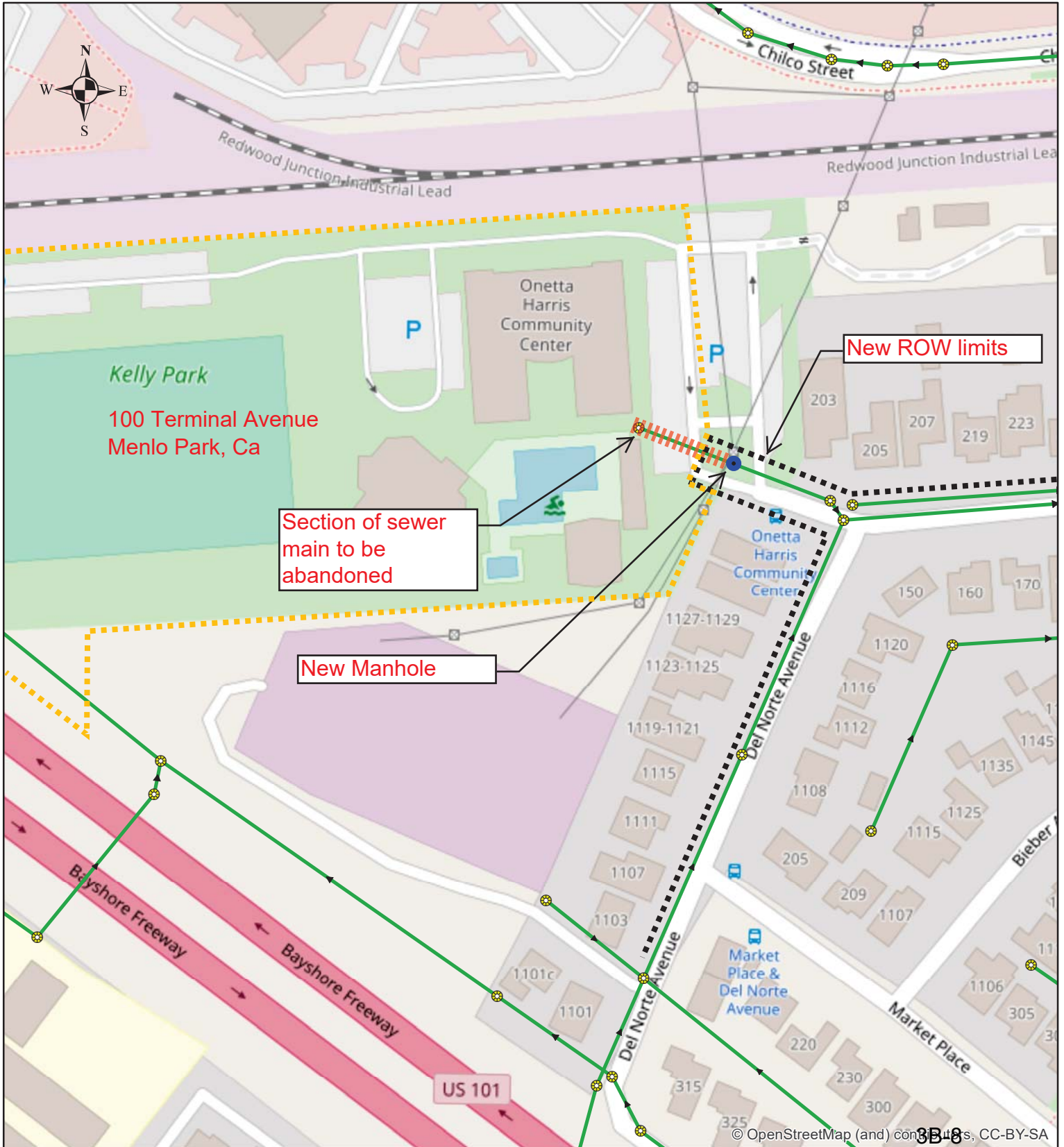
By _____

Final Acceptance by the District Board on _____

3B-7



WEST BAY SANITARY DISTRICT
EXHIBIT "A"
SITE MAP
MENLO PARK COMMUNITY CAMPUS
100 TERMINAL AVE, MENLO PARK, CA





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

To: Board of Directors

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

**Subject: Consider Authorizing the District Manager to Issue Class 3
Sewer Permit No. 1608 for the Construction of Wastewater
Facilities for 20 Sioux Way, Portola Valley, California**

Background

This permit request is for the construction of a Septic Tank Effluent Pump (STEP) system to connect into the existing STEP force main on Sioux Way to serve 20 Sioux Way.

Analysis

The plans, profiles, and engineering calculations for the proposed facilities have been reviewed and approved by staff as conforming 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. 1608.

Attachment: Resolution ____ (2021)
Notice of Exemption
Class 3 Permit No. 1608
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: 20 Sioux Way – Septic Tank Effluent Pump (STEP) system

Location: 20 Sioux Way, Portola Valley, California

Entity or Person Undertaking Project: Cesar Donofrio

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 ~~(further)~~ (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 July, 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”

20 Sioux Way - STEP SYSTEM
July 19, 2021

INTRODUCTION. At the July 28, District Board Meeting, the Board will consider the approval of the Class 3 sewer permit for the construction of a STEP system for the Lands of Donofrio; 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, Cesar Donofrio.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the STEP System Project at 20 Sioux Way 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 STEP 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
1608

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

CESAR DONOFRIO, 20 SIOUX WAY, PV

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

Residential Non-residential Development at said location.

ENGINEER'S

LEA & BRAZE ENGINEERING, INC

Name

2495 INDUSTRIAL PKWY WEST
MAYWARD, CA 94545

Address

CONTRACTOR'S

SOD HOME GROUP

Name

152 NORTH 3RD ST, SAN JOSE
CA, 95112

Address

OWNER'S

CESAR DONOFRIO

Name

20 SIOUX WAY, PORTOLA VALLEY, CA
94028

Address

Applicant's Signature

CESAR DONOFRIO

Signed by - Please Print Name

20 SIOUX WAY, PORTOLA VALLEY, CA
94028

Address

Receipt of \$ 585 Application Fee is hereby acknowledged [Signature] 7/9/2021

Date

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

Comments SEWER CONNECTION

Approved by the District Board on _____.

Application approved and permit issued:

WEST BAY SANITARY DISTRICT
Sergio Ramirez, District Manager

Date _____

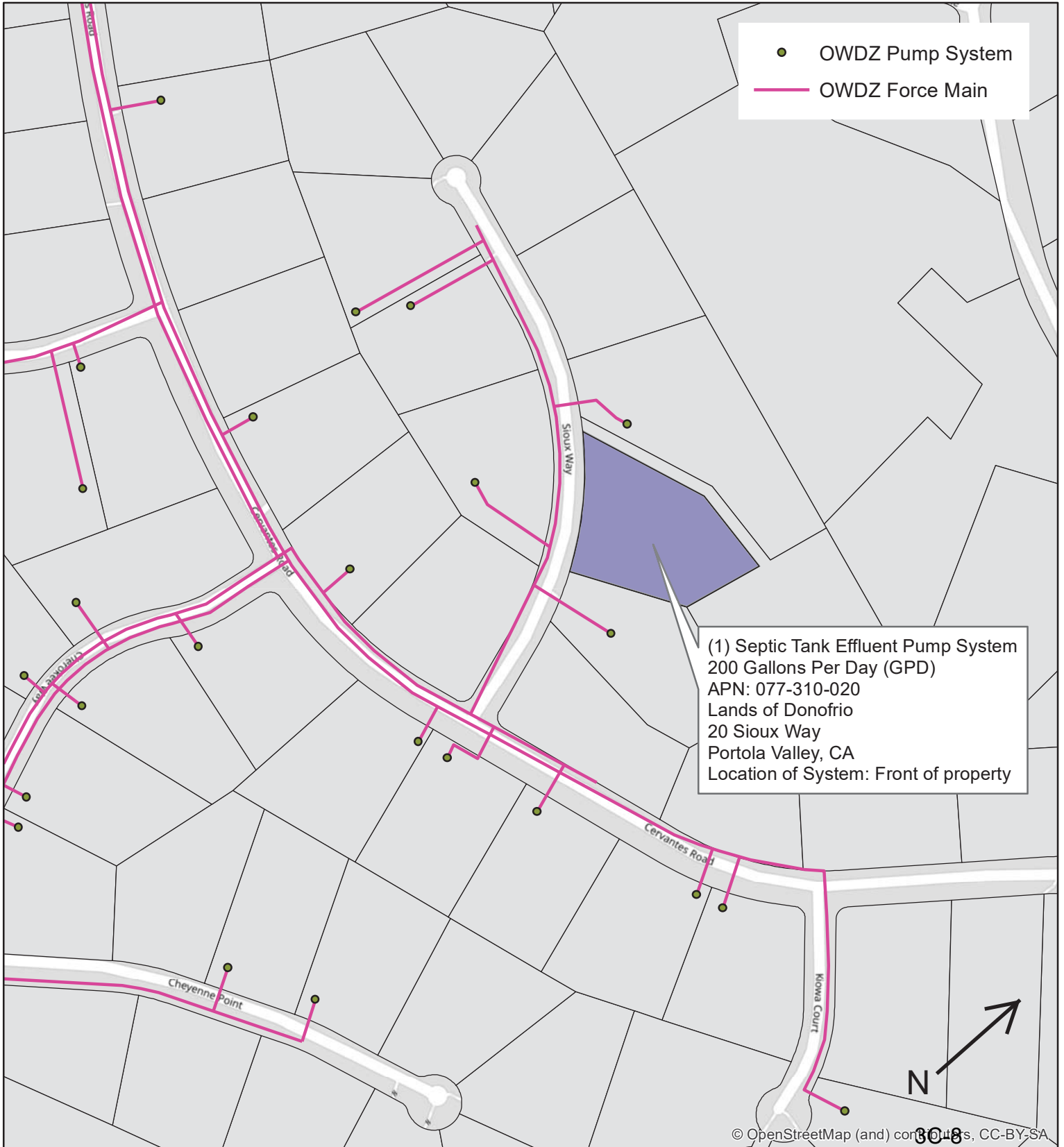
By _____

Final Acceptance by the District Board on _____.

3C-7



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





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

To: Board of Directors

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

**Subject: Consider Authorizing the District Manager to Issue Class 3
Sewer Permit No. 1605 for the Construction of Wastewater
Facilities for 30 Cheyenne Point, Portola Valley, California**

Background

This permit request is for the construction of a Grinder Pump system to connect into the existing grinder force main on Cheyenne Point to serve 30 Cheyenne Point.

Analysis

The plans, profiles, and engineering calculations for the proposed facilities have been reviewed and approved by staff as conforming 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. 1605.

Attachment: Resolution ____ (2021)
Notice of Exemption
Class 3 Permit No. 1605
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: 30 Cheyenne Point – Grinder pump system

Location: 30 Cheyenne Point, Portola Valley, California

Entity or Person Undertaking Project: Sarah Murphy

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 ~~(further)~~ (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 July, 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”

30 Cheyenne Point - GRINDER PUMP SYSTEM

July 19, 2021

INTRODUCTION. At the July 28, District Board Meeting, the Board will consider the approval of the Class 3 sewer permit for the construction of a Grinder pump system for the Lands of Murphy; 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, Sarah Murphy.

EXEMPTION REVIEW. In compliance with CEQA Guidelines, this “preliminary review” of the Grinder Pump System Project at 30 Cheyenne Point 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
1605

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

30 CHEYENNE POINT, 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

SIGMAPRIME
Name 322 PRINCETON
PRINCETON, CA 94019
Address

OWNER'S

SARAH MURPHY
Name
30 CHEYENNE PT. P.V.
Address

CONTRACTOR'S

JOHN CALVIN
Name
John@gr8work.com
Address

CH
Applicant's Signature
CHARLES HOLMAN
Signed by - Please Print Name
BOX 157 PARADISE, CA
Address 95967

Receipt of \$ 585 Application Fee is hereby acknowledged AS Date 6/1/2021

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

Comments _____

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 _____.

(SEE PERMIT CONDITIONS ON REVERSE)



WEST BAY SANITARY DISTRICT AGENDA ITEM 3E

To: *Board of Directors*

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

Subject: **Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1102 for the Construction of Wastewater Facilities for 40 Sioux Way, Portola Valley, California**

Background

This permit request was for the construction of a Septic Tank Effluent Pump (STEP) system to connect to the existing STEP force main on the street to serve 40 Sioux Way.

Analysis

The Board issued this Permit at the Regular Meeting of September 11, 2019.

The easement was accepted and deeded to the District at the Regular Board Meeting of May 26, 2021. The covenants running with the land was executed at the Regular Board Meeting of April 10, 2019 during the annexation process. 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 one-year guarantee for the work in the form of a maintenance bond.

Recommendation

The Projects Manager recommends that the Board accepts these facilities and directs the District Manager to approve the Class 3 Permit No. 1102.

Attachments: Class 3 Permit No. 1102
 Exhibit A: Site map

WEST BAY SANITARY DISTRICT

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

Permit Number
1102

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

40 SIOUX WAY PORTOLA VALLEY CA 94028

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

Residential Non-residential Development at said location.

ENGINEER'S

Name _____

Address _____

CONTRACTOR'S

NINA DAVIES

GODFREY CONSTRUCTION

Name _____

735 INDUSTRIAL RD # 112
Address SAN CARLOS CA 94070

OWNER'S

PAT & BOB BYRRELL

Name _____

Address _____

Sean Lopes

Applicant's Signature

SEAN LOPES (ARCHITECT)

Signed by - Please Print Name

718 OAK GROVE AVE. MENLO PARK CA
Address 94025

Receipt of \$ 545 Application Fee is hereby acknowledged 7 neese 9/4/19
Date

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

Comments Step System

Approved by the District Board on _____.

Application approved and permit issued:

WEST BAY SANITARY DISTRICT
Phil Scott, District Manager

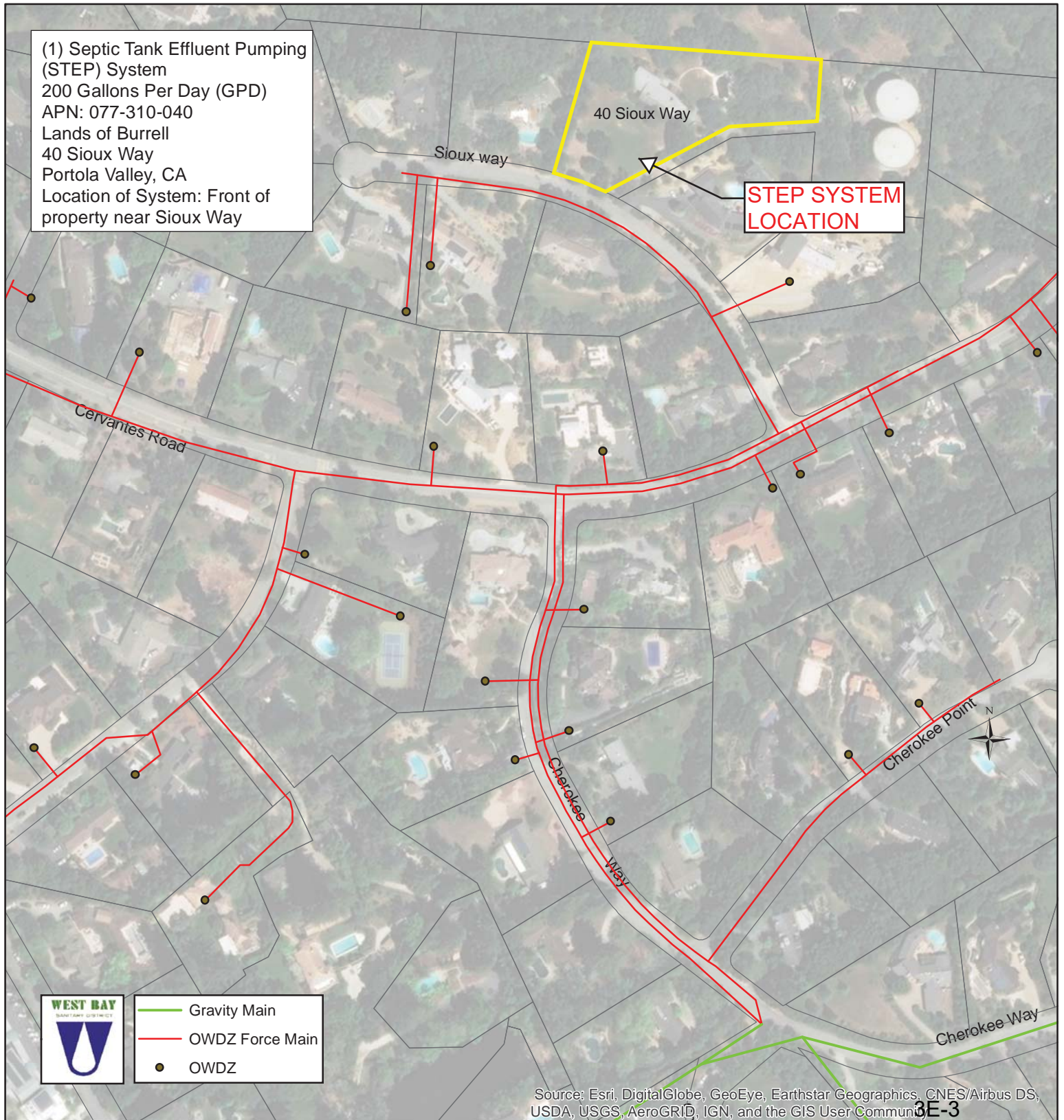
Date _____

By _____

Final Acceptance by the District Board on _____.

3E-2

WEST BAY SANITARY DISTRICT EXHIBIT "B" SITE LOCATION 40 SIOUX WAY PORTOLA VALLEY, CA SEPTIC TANK EFFLUENT PUMPING (STEP) SYSTEM



(1) Septic Tank Effluent Pumping (STEP) System
 200 Gallons Per Day (GPD)
 APN: 077-310-040
 Lands of Burrell
 40 Sioux Way
 Portola Valley, CA
 Location of System: Front of property near Sioux Way

STEP SYSTEM LOCATION



— Gravity Main
 — OWDZ Force Main
 ● OWDZ

THIS PAGE LEFT INTENTIONALLY BLANK



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

To: Board of Directors

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

Subject: Consider Resolution Consenting to Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission – 193 Meadowood Drive, Portola Valley (077-211-110), Lands of Oak Hills Ranch LLC

Background

The owners of the property located at 193 Meadowood Drive, Portola Valley, Lands of Oak Hills Ranch LLC 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 parcel will be a single-family residence that will need to connect to the existing grinder system force main located on Meadowood Drive. A short main extension will also be required.

Analysis

Attached for the Board's review is the Geographic/Legal Description (Exhibit A) of the property to be annexed, and the LAFCo Resolution No. 1264 (Exhibit B) 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 – LAFCo Resolution No. 1264

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 Oak Hills Ranch LLC
(APN 077-211-110) 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 193 Meadowood Drive, 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 1264 (Exhibit "B") ordering annexation of the referenced territory to the West Bay Sanitary District.

NOW, THEREFORE, BE IT RESOLVED that:

- a. The above described property, pursuant to the order of the San Mateo County 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 July, 2021 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

“EXHIBIT A”

DATE: 06-8-2021

ANNEXED TO: WEST BAY SANITARY DISTRICT

NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF OAK HILL RANCH LLC
AND PORTIONS OF MEADOWOOD DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
2.71 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT A, AND PORTIONS OF MEADOWOOD DRIVE, AS DESIGNATED ON THE MAP ENTITLED “RECORD OF SURVEY RESUBDIVISION OF LOT 4 TRACT 738”, SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 28, 1958 IN BOOK 4 OF LLS MAPS AT PAGE 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT THENCE ALONG THE NORTHERLY LINE OF SAID LOT THE FOLLOWING THREE (3) COURSES:

1. NORTH 85°27'34" EAST 360.69 FEET (1);
2. SOUTH 36°47'05" EAST 277.27 FEET (2);
3. SOUTH 68°22'32" EAST 242.60 FEET (3) TO A POINT ON THE WESTERLY RIGHT OF WAY OF MEADOWOOD DRIVE, 60 FEET IN WIDTH;

THENCE ALONG SAID RIGHT OF WAY SOUTH 29°11'18" WEST 20.17 FEET (4);

THENCE LEAVING SAID RIGHT OF WAY, NORTH 68°22'32" WEST 440.78 FEET (5);

THENCE SOUTH 14°22'09" WEST 205.81 FEET (6);

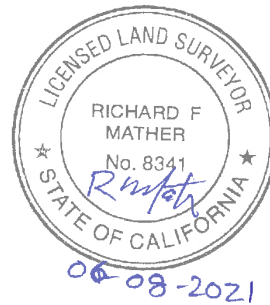
THENCE NORTH 44°17'00" WEST 150.00 FEET (7);

THENCE NORTH 90°00'00" WEST 223.64 FEET (8);

THENCE NORTH 11°45'57" EAST 235.00 FEET (9) TO THE **POINT OF BEGINNING**.

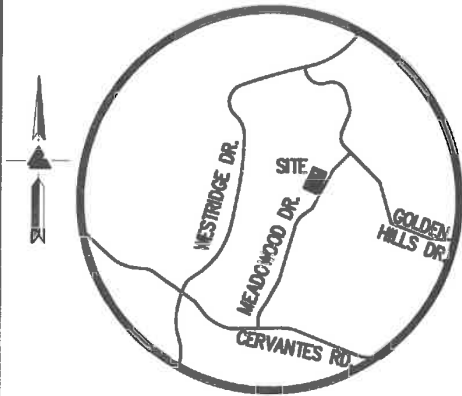
CONTAINING 2.71 ACRES +/-

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



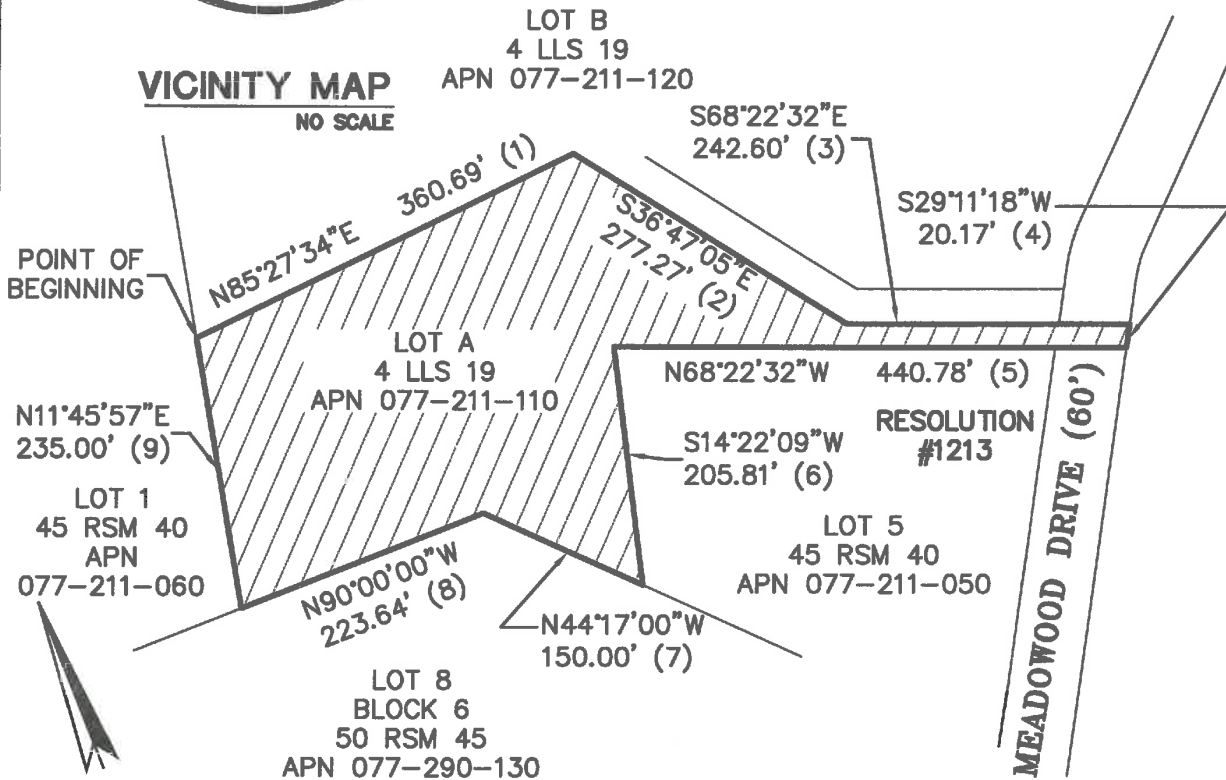
**WEST BAY SANITARY DISTRICT
(193 MEADOWOOD DRIVE)**

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

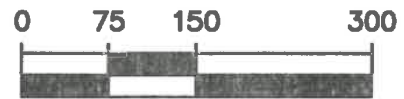


VICINITY MAP
NO SCALE

LOT B
4 LLS 19
APN 077-211-120



06-08-2021



SCALE: 1" = 150'

JOB NO 2210666



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

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

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

EXHIBIT 'B'

**PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PROPOSED SEWER ANNEXATION, LANDS
OF OAK HILL RANCH LLC AND PORTIONS OF
MEADOWOOD DRIVE, TOWN OF
PORTOLA VALLEY, SAN MATEO COUNTY**

NAME: SUBJECT PROPERTY CLOSURE CALCS
North: 3971.2362' East: 6328.0886'

Segment #1 : Line

Course: N85° 27' 34"E Length: 360.69'
North: 3999.7901' East: 6687.6466'

Segment #2 : Line

Course: S36° 47' 05"E Length: 277.27'
North: 3777.7270' East: 6853.6787'

Segment #3 : Line

Course: S68° 22' 32"E Length: 242.60'
North: 3688.3238' East: 7079.2043'

Segment #4 : Line

Course: S29° 11' 18"W Length: 20.16'
North: 3670.7237' East: 7069.3727'

Segment #5 : Line

Course: N68° 22' 32"W Length: 440.78'
North: 3833.1605' East: 6659.6150'

Segment #6 : Line

Course: S14° 22' 09"W Length: 205.81'
North: 3633.7888' East: 6608.5395'

Segment #7 : Line

Course: N44° 17' 00"W Length: 150.00'
North: 3741.1732' East: 6503.8084'

Segment #8 : Line

Course: N90° 00' 00"W Length: 223.64'
North: 3741.1732' East: 6280.1684'

Segment #9 : Line

Course: N11° 45' 57"E Length: 235.00'
North: 3971.2357' East: 6328.0878'

Perimeter: 2155.94' Area: 118242.91 Sq. Ft.
Error Closure: 0.0010 Course: S58° 22' 27"W
Error North: -0.00051 East: -0.00082

Precision 1: 2155950.00

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

Exhibit B

LAFCo File No. 21-06

EXHIBIT B PAGE 1 OF 3

RESOLUTION NO. 1264

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 21-06 -
ANNEXATION OF 193 MEADOWOOD DRIVE, PORTOLA VALLEY
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS, AND ANNEXATION
TO THE ON-SITE WASTEWATER DISPOSAL ZONE**

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

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

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

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

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

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

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

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

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

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

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

Section 3. The territory consists of 2.7 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 193 Meadowood Drive, Portola Valley to the West Bay Sanitary District.

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

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

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

EXHIBIT B PAGE 2 OF 3

Regularly passed and adopted this 19th day of May 2021.

Ayes and in favor of said resolution:

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

Noes and against said resolution:

none


Commissioners Absent and/or Abstentions:

Commissioners: none



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

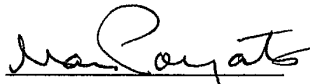
ATTEST:


Executive Officer
Local Agency Formation Commission

Date: 7-15-21

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

Date: 7-15-21


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 3G**

To: Board of Directors

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

Subject: Consider Resolution of Intention to Annex Certain Territory (193 Meadowood Drive) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

Background

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

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

Analysis

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

Fiscal Impact

None.

Recommendation

The Projects and IT Manager recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request September 22, 2021 as the date of the public hearing.

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

RESOLUTION NO. _____(2021)

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

Lands of Oak Hills Ranch LLC

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

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

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

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

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

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

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

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

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

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

Date: September 22, 2021
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Attest:

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

“EXHIBIT A”

DATE: 06-8-2021
ANNEXED TO: WEST BAY SANITARY DISTRICT
NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF OAK HILL RANCH LLC
AND PORTIONS OF MEADOWOOD DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
2.71 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT A, AND PORTIONS OF MEADOWOOD DRIVE, AS DESIGNATED ON THE MAP ENTITLED “RECORD OF SURVEY RESUBDIVISION OF LOT 4 TRACT 738”, SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 28, 1958 IN BOOK 4 OF LLS MAPS AT PAGE 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

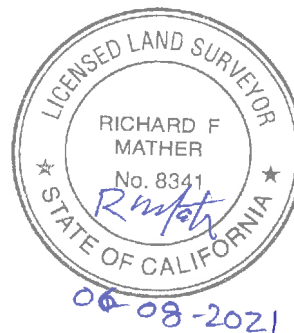
BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT THENCE ALONG THE NORTHERLY LINE OF SAID LOT THE FOLLOWING THREE (3) COURSES:

1. NORTH 85°27'34" EAST 360.69 FEET (1);
2. SOUTH 36°47'05" EAST 277.27 FEET (2);
3. SOUTH 68°22'32" EAST 242.60 FEET (3) TO A POINT ON THE WESTERLY RIGHT OF WAY OF MEADOWOOD DRIVE, 60 FEET IN WIDTH;

THENCE ALONG SAID RIGHT OF WAY SOUTH 29°11'18" WEST 20.17 FEET (4);
THENCE LEAVING SAID RIGHT OF WAY, NORTH 68°22'32" WEST 440.78 FEET (5);
THENCE SOUTH 14°22'09" WEST 205.81 FEET (6);
THENCE NORTH 44°17'00" WEST 150.00 FEET (7);
THENCE NORTH 90°00'00" WEST 223.64 FEET (8);
THENCE NORTH 11°45'57" EAST 235.00 FEET (9) TO THE **POINT OF BEGINNING**.

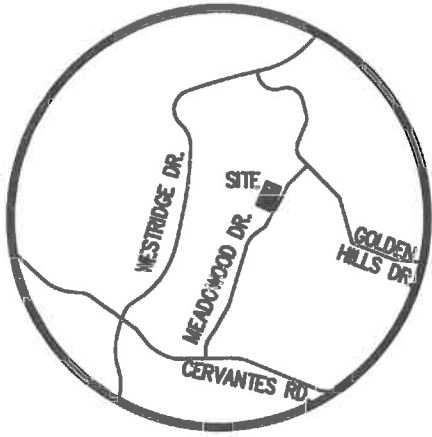
CONTAINING 2.71 ACRES +/-

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



**WEST BAY SANITARY DISTRICT
(193 MEADOWOOD DRIVE)**

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



VICINITY MAP
NO SCALE

LOT B
4 LLS 19
APN 077-211-120

POINT OF BEGINNING

N11°45'57"E
235.00' (9)

LOT 1
45 RSM 40
APN
077-211-060

N85°27'34"E
360.69' (1)

LOT A
4 LLS 19
APN 077-211-110

N90°00'00"W
223.64' (8)

LOT 8
BLOCK 6
50 RSM 45
APN 077-290-130

S68°22'32"E
242.60' (3)

S36°47'05"E
277.27' (2)

S29°11'18"W
20.17' (4)

N68°22'32"W
440.78' (5)

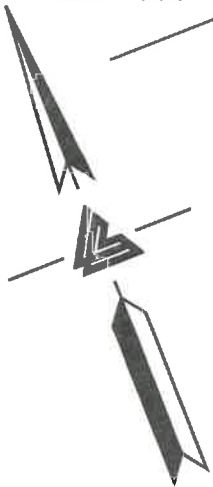
S14°22'09"W
205.81' (6)

LOT 5
45 RSM 40
APN 077-211-050

N44°17'00"W
150.00' (7)

RESOLUTION
#1213

MEADOWOOD DRIVE (60')



06-08-2021



SCALE: 1" = 150'

JOB NO 2210666



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

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

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

WWW.LEABRAZE.COM

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PROPOSED SEWER ANNEXATION, LANDS
OF OAK HILL RANCH LLC AND PORTIONS OF
MEADOWOOD DRIVE, TOWN OF
PORTOLA VALLEY, SAN MATEO COUNTY

NAME: SUBJECT PROPERTY CLOSURE CALCS
North: 3971.2362' East: 6328.0886'

Segment #1 : Line

Course: N85° 27' 34"E Length: 360.69'
North: 3999.7901' East: 6687.6466'

Segment #2 : Line

Course: S36° 47' 05"E Length: 277.27'
North: 3777.7270' East: 6853.6787'

Segment #3 : Line

Course: S68° 22' 32"E Length: 242.60'
North: 3688.3238' East: 7079.2043'

Segment #4 : Line

Course: S29° 11' 18"W Length: 20.16'
North: 3670.7237' East: 7069.3727'

Segment #5 : Line

Course: N68° 22' 32"W Length: 440.78'
North: 3833.1605' East: 6659.6150'

Segment #6 : Line

Course: S14° 22' 09"W Length: 205.81'
North: 3633.7888' East: 6608.5395'

Segment #7 : Line

Course: N44° 17' 00"W Length: 150.00'
North: 3741.1732' East: 6503.8084'

Segment #8 : Line

Course: N90° 00' 00"W Length: 223.64'
North: 3741.1732' East: 6280.1684'

Segment #9 : Line

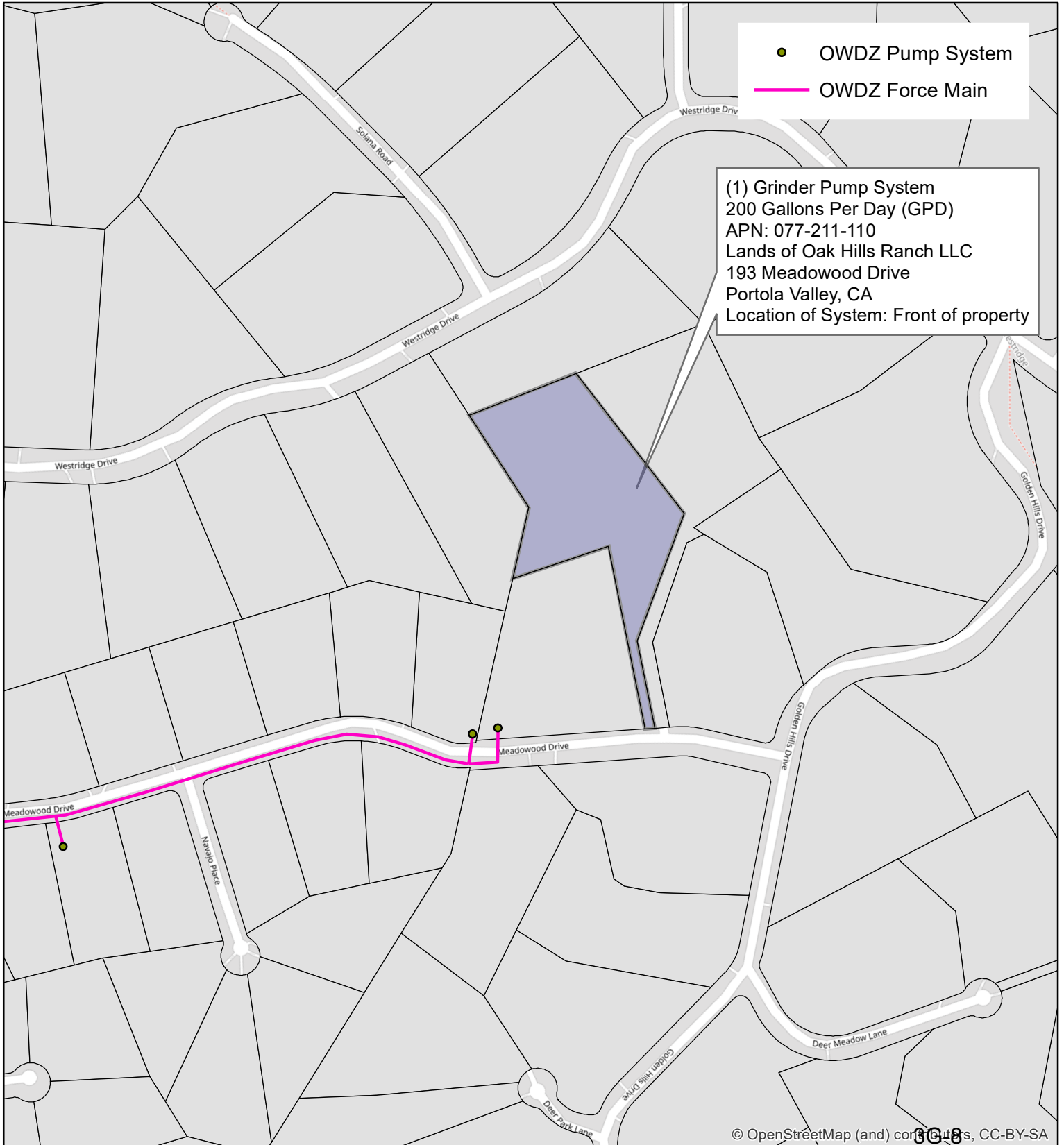
Course: N11° 45' 57"E Length: 235.00'
North: 3971.2357' East: 6328.0878'

Perimeter: 2155.94' Area: 118242.91 Sq. Ft.
Error Closure: 0.0010 Course: S58° 22' 27"W
Error North: -0.00051 East: -0.00082

Precision 1: 2155950.00



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





LOCAL AGENCY FORMATION COMMISSION

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

CERTIFICATE OF COMPLETION

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

1. The short-form designation, as determined by LAFCo, is Annexation of 193 Meadowood Drive, Portola Valley to the West Bay Sanitary District.
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

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

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

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

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1264, adopted on May 19, 2021.

Dated: July 15, 2021

Martha Poyatos
Executive Officer

COMMISSIONERS: WARREN SLOCUM, CHAIR, COUNTY ▪ MIKE O'NEILL, VICE CH
▪ JOSHUA COSGROVE, SPECIAL DISTRICT ▪ RIC LOHMAN, SP

ALTERNATES: KATI MARTIN, SPECIAL DISTRICT ▪ DIANA REDDY, CITY ▪ JAM
MARTHA POYATOS, EXECUTIVE OFFICER ▪ REBECCA ARCHI

STAFF: ANALYST ▪ ANGELA MONTES, CLERK

2021-106371 CONF

2:52 pm 07/15/21 CCL Fee: NO FEE

Count of pages 7

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* \$ R 0 0 0 3 1 0 8 1 0 7 \$ *

"EXHIBIT A"

DATE: 06-8-2021

ANNEXED TO: WEST BAY SANITARY DISTRICT

NAME OF ANNEXATION: WEST BAY SANITARY DISTRICT

**GEOGRAPHIC DESCRIPTION
LANDS OF OAK HILL RANCH LLC
AND PORTIONS OF MEADOWOOD DRIVE
PROPOSED WEST BAY SANITARY DISTRICT ANNEXATION
2.71 ACRE +/- PARCEL**

ALL THAT REAL PROPERTY IN THE TOWN OF PORTOLA VALLEY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING ALL OF LOT A, AND PORTIONS OF MEADOWOOD DRIVE, AS DESIGNATED ON THE MAP ENTITLED "RECORD OF SURVEY RESUBDIVISION OF LOT 4 TRACT 738", SAN MATEO COUNTY, CALIFORNIA, FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA ON MARCH 28, 1958 IN BOOK 4 OF LLS MAPS AT PAGE 19, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF SAID LOT THENCE ALONG THE NORTHERLY LINE OF SAID LOT THE FOLLOWING THREE (3) COURSES:

1. NORTH 85°27'34" EAST 360.69 FEET (1);
2. SOUTH 36°47'05" EAST 277.27 FEET (2);
3. SOUTH 68°22'32" EAST 242.60 FEET (3) TO A POINT ON THE WESTERLY RIGHT OF WAY OF MEADOWOOD DRIVE, 60 FEET IN WIDTH;

THENCE ALONG SAID RIGHT OF WAY SOUTH 29°11'18" WEST 20.17 FEET (4);

THENCE LEAVING SAID RIGHT OF WAY, NORTH 68°22'32" WEST 440.78 FEET (5);

THENCE SOUTH 14°22'09" WEST 205.81 FEET (6);

THENCE NORTH 44°17'00" WEST 150.00 FEET (7);

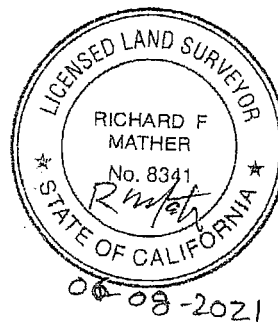
THENCE NORTH 90°00'00" WEST 223.64 FEET (8);

THENCE NORTH 11°45'57" EAST 235.00 FEET (9) TO THE **POINT OF BEGINNING**.

CONTAINING 2.71 ACRES +/-

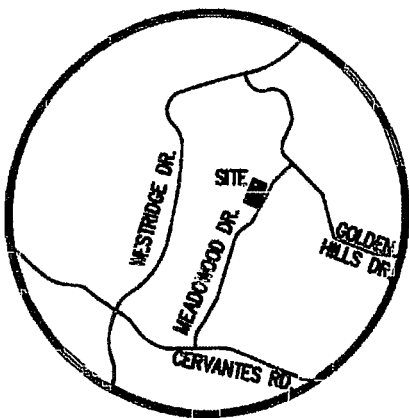
FOR ASSESSMENT PURPOSES ONLY. THIS DESCRIPTION OF LAND IS NOT A LEGAL PROPERTY DESCRIPTION AS DEFINED IN THE SUBDIVISION MAP ACT AND MAY NOT BE USED AS THE BASIS FOR AN OFFER FOR SALE OF THE LAND DESCRIBED.

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



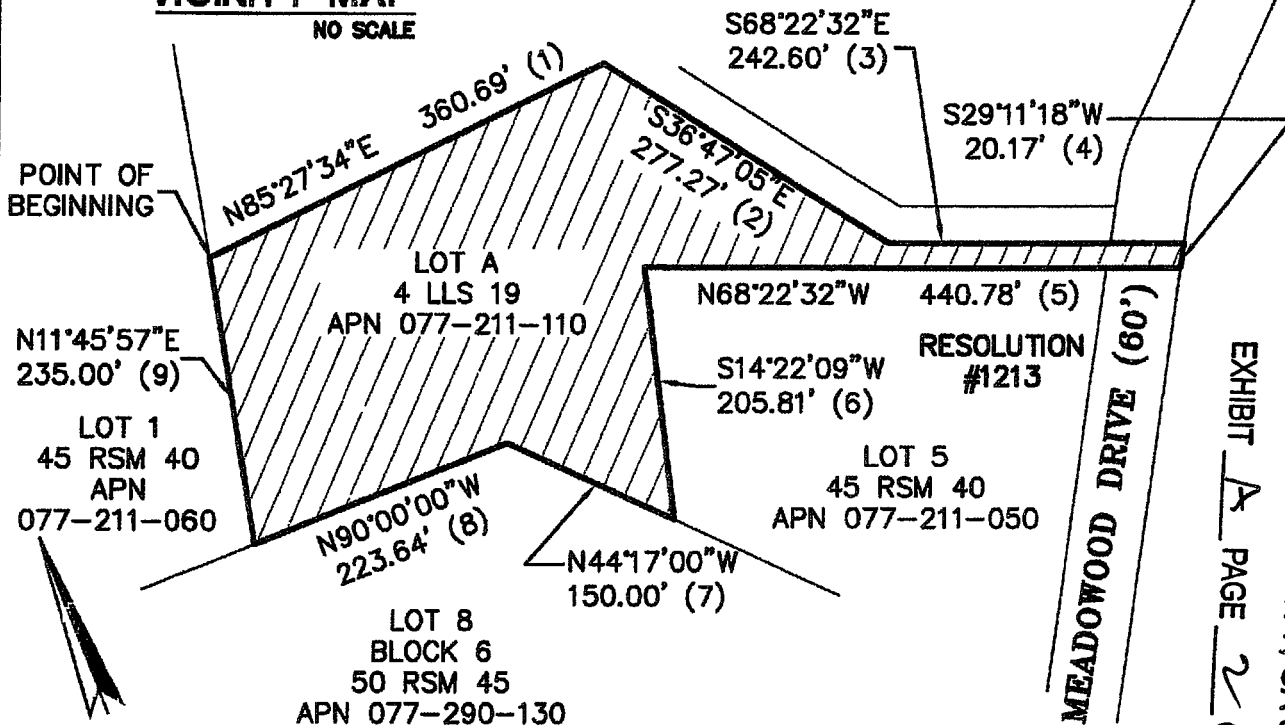
**WEST BAY SANITARY DISTRICT
(193 MEADOWOOD DRIVE)**

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



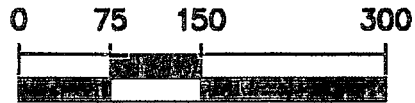
VICINITY MAP
NO SCALE

LOT B
4 LLS 19
APN 077-211-120



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

EXHIBIT A PAGE 2 OF 2



SCALE: 1" = 150'

JOB NO 2210666



LEA & BRAZE ENGINEERING, INC.

CIVIL ENGINEERS • LAND SURVEYORS

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

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

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION FOR PROPOSED SEWER ANNEXATION, LANDS OF OAK HILL RANCH LLC AND PORTIONS OF MEADOWOOD DRIVE, TOWN OF PORTOLA VALLEY, SAN MATEO COUNTY

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 21-06 -
ANNEXATION OF 193 MEADOWOOD DRIVE, PORTOLA VALLEY
TO THE WEST BAY SANITARY DISTRICT,
WAIVING CONDUCTING AUTHORITY PROCEEDINGS, AND ANNEXATION
TO THE ON-SITE WASTEWATER DISPOSAL ZONE**

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

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

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

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

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

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

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

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

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

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

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

Section 3. The territory consists of 2.7 acres, is found to be uninhabited, and is assigned the following distinctive short form designation: Annexation of 193 Meadowood Drive, Portola Valley to the West Bay Sanitary District.

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

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

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

EXHIBIT B PAGE 2 OF 3

Regularly passed and adopted this 19th day of May 2021.

Ayes and in favor of said resolution:

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

Noes and against said resolution:

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: 7-15-21

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

Date: 7-15-21


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 4

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *District Manager's Report*

1) Administrative:

- a. The Board of Directors has requested a workshop in September to discuss future reimbursement agreements and the current annexation process. Staff is preparing the related data requested by the Board.
- b. District staff is evaluating a proposal from HF&H consultants to perform this year's Solid Waste rate study.

2) Finance:

- a. Staff is working with Silicon Valley Clean Water (SVCW) staff and their consultants on the final refinancing efforts and SRF loans.
- b. Staff has submitted the FY21/22 sewer service charges to the San Mateo Tax Collector.
- c. The Finance Manager is preparing the SVCW annual 2018 - 2021 bond payments for approximately \$3.3 million.

3) CIP & IT Projects:

a. Levee Improvement Project:

- i. Staff continues to work on the Levee and Bayfront Facility SRF loan application.
- ii. The National Fish and Wildlife Foundation is reviewing the ecotone levee grant application.
- iii. Significant efforts will be made toward acquiring permits for the levee improvements.

b. Construction Capital Improvement Program (CIP)

- i. The Metal Storage Building at the Flow Equalization Resource Recovery Facility is under construction.
- ii. The Ringwood Avenue pipeline, originally installed in 1904, is being replaced. The District Manager has been asked to give a talk on its reconstruction at a California Water Environment Association event in Morro Bay, California.
- iii. Freyer & Laureta Inc. is working on the Bayfront Improvement projects including the Influent Pump Station layout and large diameter pipe reconstruction design.
- iv. Surveys of certain properties on East Creek Drive in Menlo Park were conducted in order to develop easement documents.

Report to the District Board for the Regular Meeting of July 28, 2021

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

- 4) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. Crews have been working on Willow Road to expedite repairs ahead of the City's resurfacing project.
 - b. **Training:**
 - i. District Maintenance Staff is assisting the Menlo Park Fire District with its annual trench rescue training at Station No. 1 on Middlefield Road.
- 5) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. The recycled water facility delivered approximately 52 million gallons of recycled water in the last 12 months and has produced 120 million gallons of recycled water.
 - ii. SHGCC has decided to fund and move forward with pump station design at the corner of Avy Ave. and Altschul Ave. Legal Counsel is preparing an agreement to obtain reimbursement from SHGCC for the design, staff time, and legal services.
 - iii. Staff is reviewing grant opportunities for the pump station project.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. The Board has directed the District Manager to work on a Financial Plan for the BRWF project.
 - c. **West Bay:**
 - i. Staff is working with the City of Menlo Park on installing recycled water pipe near O'Brien Drive (an area adjacent to the proposed Willow Village development.)
- 6) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. Vehicle maintenance is going well by using Redwood City's services.
- 7) **Personnel:**
 - i. Revised Personnel Policy training is scheduled in August.
- 8) **Upcoming Events:**
 - a. **Regular Board Meeting:** July 28, 2021
 - b. **Next Regular Board meetings:** August 18, 2021
- 9) **Misc./Action Items from Previous Meeting:**
 - a. **West Bay SSOs:** Two SSOs in June due to maintenance delays.
 - b. **Town of Los Altos Hills:** Zero SSOs in June.
 - c. **Town of Woodside:** Routine maintenance was performed, as well as Fats, Oils, and Grease (FOG) inspections.
 - d. **Revenue:**
 - i. New Tax Roll was sent to San Mateo County with a total dollar amount assessment of \$29,743,370.70.
 - ii. Received \$8,793.69 Franchise Fee Remittance payment from Recology for June 2021.

Report to the District Board for the Regular Meeting of July 28, 2021

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



WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

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

Subject: *Consider Authorizing District Manager to Execute the Agreement for Engineering Services from Freyer & Laureta, Inc. for the Permitting and Agency Coordination for the Flow Equalization & Resource Recovery Facility Levee Improvement Project and Authorize the District Manager to Approve up to Ten Percent Contingency for Additional Work on an As-Needed Basis*

Background

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

Analysis

To design the living shoreline along the existing north levee of the FERRF that will provide a nature-based protection for sea level rise, the living shoreline work is within the jurisdiction of several agencies that are mandated to protect wildlife habitat and water quality. These agencies include the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and San Francisco Bay Conservation and Development Commission (BCDC) to name a few.

Coordination with the permitting agencies (i.e., USACE, USFWS, NOAA Fisheries, CDFW, RWQCB, and BCDC) in the design phase will help the permitting process smoother. As there are multiple federal, state, and local regulations the permitting

process takes time and coordination. Permitting the project through the Bay Restoration Regulatory Integration Team (BRRIT), which was formed to improve the permitting process for multi-benefit habitat restoration projects and associated flood management and public access infrastructure throughout the San Francisco Bay and along the shoreline of the nine Bay Area counties, will be investigated to help streamline this effort.

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

The scope of work is listed in four major tasks. See attached proposal for the full scope of work. The permitting portion of the project would be time consuming and needed to determine the additional criteria that these agencies would require.

Fiscal Impact

There will be no fiscal impact to the General Fund. The Capital Assets Fund allocated a total project amount of \$6,000,000.00. The proposed work is anticipated to be \$375,791 of which an apportionment of an additional \$37,579.00 for contingency (10% for additional work) resulting in a total estimate amount of \$413,370.00.

Recommendation

The Projects and IT Manager recommends the District Board authorize the District Manager to execute the agreement for Engineering Services from Freyer and Laureta, Inc. for the Permitting and Agency Coordination for the FERRF Levee Improvement Project and Authorize the District Manager to Approve up to Ten Percent contingency for additional work.

Attachment: Freyer & Laureta Inc. Proposal dated July 21, 2021
Freyer & Laureta Inc. Agreement

July 21, 2021

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

**Re: FLOW EQUALIZATION AND RESOURCE RECOVERY FACILITY
LEVEE IMPROVEMENT AND RECYCLED WATER FACILITY PROJECT
PERMITTING AND AGENCY COORDINATION PROPOSAL
WEST BAY SANITARY DISTRICT, MENLO PARK, CA**

Dear Mr. Ramirez:

As discussed, Freyer & Laureta, Inc. (F&L) is pleased to present this proposal to provide services needed for the next phase of the District's Flow Equalization and Resource Recovery Facility (FERRF) Levee Improvement Project which includes agency coordination and permitting. This effort is to initially address agency comments and concerns noted through the EIR process and to complete the permitting for the project. For this phase of the project, F&L proposes to manage the following subconsultants; SWCA Environmental Consultants to assist with permitting, Hohbach-Lewin for Structural Engineering support, and Bay Area Geotechnical Group and Crawford Geotechnical to provide soils consultation. SWCA, the designers of the living shoreline on the north side of the FERRF, will conduct regulatory agency consultation; prepare the necessary project permit applications, prepare an Alternatives Analysis under Clean Water Act Section 404(b)(1) Guidelines, prepare a Compensatory Mitigation Plan, and prepare an Adaptive Management Plan. MIG, the preparers of the Environmental Impact Report, as a subconsultant to SWCA, will provide permitting support services including Biological Assessments to support the U.S. Army Corps of Engineers Endangered Species Act consultation required for obtaining the required permit. This proposal also offers optional tasks to cover preparation of an Environmental Assessment in accordance with the National Environmental Policy Act (NEPA). Since a CEQA Plus document was prepared for the project, the Army Corps may determine that additional NEPA documentation is not required for issuance of an Individual Permit for the project.

Background

The District has certified an Environmental Impact Report that includes flood protection/sea level rise improvements at the FERRF which is located on Marsh Road just north of Bay-

front Park in the City of Menlo Park and is adjacent to a tidally influenced slough. The improvements include 100-year flood and sea level rise protection along the outer edge of the facility by either sheet piling or by a combination of sheet piles and a living shoreline on the north side of the facility. During initial consultation with the US Army Corps of Engineers, it was determined that a Nationwide Permit was not available for this type of project, thus it was determined that an Individual Permit would be required. This scope of work presents our proposed scope of work, budget, and assumptions for preparing resource agency permits required for the individual permit.

As noted SWCA is currently working with the West Bay Sanitary District (WBSD) and F&L to design the living shoreline along the existing north levee of the Flow Equalization and Resource Recovery Facility (FERRF) in order to provide a nature-based adaptation measure for rising sea levels. Work on this living shoreline is within the jurisdiction of several agencies that are mandated to protect wildlife habitat and water quality. The resource agencies include the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and San Francisco Bay Conservation and Development Commission (BCDC). At this time, we anticipate that a USACE Section 404 Individual Permit, an RWQCB Section 401 Water Quality Certification (WQC), and a BCDC Major Permit will be required for the FERRF Levee Improvements and Recycled Water Facility Project (project). In addition, federally listed species could reside within and near the project area; therefore, the USACE will need to conduct federal Endangered Species Act (ESA) Section 7 consultation with both the U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries). Because the project is in tidal waters, the California Department of Fish and Wildlife (CDFW) does not have jurisdiction of the project under Section 1602 of the California Fish and Game Code.

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

DESCRIPTION OF SERVICES

Task 1 – Project Management and Quality Control

F&L will be the project manager of this project with SWCA, Hohbach-Lewin, BAGG and Crawford Associates as subconsultants. This task includes the miscellaneous tasks needed to manage the project including time for project oversight and quality control.

Task 2– Permitting/CEQA

Task 2.1 - Additional CEQA Support

SWCA will review the background materials prepared for the project, including, but not limited to, the WBSD Flow Equalization Facility Levee Project Environmental Constraints Analysis (MIG 2017), WBSD FERFF Levee Improvements and Bayfront Recycled Water Facility Project Biological Resources Report (MIG 2020), FERFF Levee Improvements and Bayfront Recycled Water Facility Project Draft Environmental Impact Report (DEIR; MIG 2020), FERFF Levee Improvements and Bayfront Recycled Water Facility Project Final Environmental Impact Report (FEIR; MIG 2021), and WBSD FERFF Flood Protection Project Preliminary Delineation of Wetlands and Other Waters (MIG 2020), to compile all of the existing information on the project to date. These documents will be the primary technical documents used to support the permit applications.

Task 2.2 - Permitting

Continual coordination with the permitting agencies (i.e., USACE, USFWS, NOAA Fisheries, CDFW, RWQCB, and BCDC) in the design phase can make the permitting process smoother. The permitting effort takes time, thoughtful discussion, and stepwise coordination, as there are multiple federal, state, and local regulations and species considerations at the land–sea interface. As part of this task, our team will investigate the possibility of permitting the project through the Bay Restoration Regulatory Integration Team (BRRIT), which was formed to improve the permitting process for multi-benefit habitat restoration projects and associated flood management and public access infrastructure throughout the San Francisco Bay and along the shoreline of the nine Bay Area counties. The BRRIT consists of dedicated staff from six federal and state regulatory agencies, including USACE, USFWS, NOAA Fisheries, CDFW, RWQCB, and BCDC. Under this scope of work, our team will coordinate and attend up to two additional virtual interagency meetings with the permitting agencies/BRRIT meetings to present the project design and discuss impacts and permitting challenges. This task includes time for MIG to attend two virtual interagency meetings which will include biological (Section 7 consultation) and planning (address need for NEPA) technical input.

Assumptions

- *This scope of work assumes that our team will attend up to two interagency/BRRIT meetings.*
- *This scope of work assumes the interagency/BRRIT meetings will be virtual and will not exceed 2 hours.*
- *This scope of work assumes SWCA will spend no more than 20 hours total staff time on interagency/BRRIT meeting preparation and initial agency coordination associated with the interagency/BRRIT meeting.*

- *This scope of work assumes that the CDFW does not have jurisdiction of the project under California Fish and Game Code Section 1602 since the project is located in tidal waters.*

Task 2.2 a - U.S. Army Corps of Engineers Section 404 Individual Permit

Our team attended a technical assistance meeting with Brian Matsumoto at the USACE San Francisco District in March 2021. Based on that call, it was determined that, due to the amount of fill within wetlands/open water and conversion of wetlands/open water to upland habitat, an Individual Permit will be required for the project. As a result, our team will prepare the Section 404 Individual Permit for submittal to the USACE.

Our team will prepare the application packet for the USACE Individual Permit. Application packets will include a cover letter, the permit application ENG Form 4345, and supplemental information. The application package will, at a minimum, provide the following information:

- Directions to the project site.
- A description of the overall project, including site plan and other project plans, as appropriate.
- Proposed project purpose.
- Type and amount of material being discharged.
- Surface area in acres of wetlands and other waters of the U.S. that will be temporarily/permanently impacted by the proposed project.
- Method of vegetation clearing (if any) within the temporary/permanent impact areas.
- Cross-section and lateral view of the project activity.
- Appropriate environmental resources reports (e.g., BA, Cultural Resources Report, Jurisdictional Determination Report).
- A description of dewatering methods (if any).
- A description of how the project is consistent with the Coastal Plan.
- Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs) to prevent water pollution and species impacts.
- Permit application fee.

Our team will utilize the previously prepared documents, such as the project Biological Resources Report and DEIR, as well as measures recommended from regulatory agency input, to incorporate feasible AMMs and/or mitigation measures to reduce impacts to waters of the U.S. SWCA will provide maps (e.g., vicinity map, existing waters/wetlands map, project impact map) in accordance with the USACE *Maps and Drawing Standards for the*

South Pacific Division Regulatory Program, as needed, for permit packages. Our team will complete the application, respond to one round of consolidated comments from the project team, and submit the complete draft application package to the USACE. We have included coordination time for MIG to assist with this task.

Task 2.2.a Assumptions

- *This scope of work assumes that the storm drain, sheetpile levee, and ecotone levee will be permitted as part of the Individual Permit and separate permit applications, including Section 404 Nationwide Permits, Section 401 Water Quality Certification, and BCDC Administrative Permit, will not be required.*
- *This scope of work does not cover new or revised analyses needed to address changes to the permanent repair project design or drawing specifications after the permit applications have been submitted.*
- *A Biological Resources Report, Cultural Resources Report, and formal Jurisdictional Determination Report have been prepared for the project as part of the California Environmental Quality Act (CEQA) process. These documents will be attached to the permit applications and this scope of work does not include revisions or updates to the Biological Resources Report, Cultural Resources Report, or formal Jurisdictional Determination Report.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work does not include assistance with permit amendments or extensions.*
- *This scope of work assumes that the USACE will determine the project is non-commercial and the individual permit fee will be \$10.*
- *This scope of work assumes that the USACE will send notice to the BCDC requesting concurrence that the project is consistent with the Coastal Plan in compliance with the Coastal Zone Management Act.*
- *One round of consolidated comments on the permit application.*
- *All permit applications will be submitted electronically. No printed documents will be required.*

Task 2.2.b: Prepare Biological Assessments - MIG

Because there are federally listed species that could be affected by the project, the USACE will need to conduct ESA Section 7 consultation with the USFWS and NOAA Fisheries. Specifically, the USFWS will need to be consulted for potential impacts to California Ridgway's rail (*Rallus obsoletus obsoletus*) and saltmarsh harvest mouse (*Reithrodontomys raviventris*), and NOAA Fisheries will need to be consulted for potential impacts to central California coast steelhead

(*Oncorhynchus mykiss*) and North American green sturgeon (*Acipenser medirostris*), as well as to Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act. To facilitate the consultation, MIG will prepare one BA for the USFWS and one BA for NOAA Fisheries using the *USFWS Guidance for Preparing a Biological Assessment* to ensure that all information that the agencies require to complete Section 7 consultation is included. SWCA will work with MIG, WBSD, and F&L to incorporate feasible AMMs to reduce impacts to federally listed species, including measures recommended from regulatory interagency meetings.

SWCA will review the completed BAs and provide comments/suggested edits to MIG. MIG will incorporate SWCA's comments/edits into the draft BA and SWCA will provide the draft BAs to WBSD and F&L for review and comment. MIG will respond to one round of comments from WBSD and F&L. The BAs will be submitted to the USACE with the Section 404 Individual Permit application. It is anticipated that impacts to federally listed species can be avoided with appropriate AMMs; therefore, the USACE will conduct informal consultation with the USFWS and NOAA Fisheries under ESA Section 7 and the outcome from both agencies will be a "may affect, not likely to adversely affect" concurrence letter for the project. This scope of work does not include additional consultation with the USFWS or NOAA Fisheries.

Task 2.2.b Assumptions

- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *It is anticipated that impacts to federally listed species can be avoided and/or minimized with appropriate AMMs; therefore, the USACE will conduct informal consultation with the USFWS and NOAA Fisheries under ESA Section 7 and the outcome will be a "may affect, not likely to adversely affect" concurrence letter for the project. This scope of work does not include additional consultation with the USFWS or NOAA Fisheries.*
- *Based on the project documents, impacts to state-listed species can be avoided and/or minimized with appropriate AMMs and no take will occur. As a result, this scope of work assumes that a California Fish and Game Code Section 2081 Incidental Take Permit will not be required from the CDFW.*
- *All documents will be submitted electronically. No printed documents will be required.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*

Task 2.2.c: Prepare Compensatory Mitigation Plan

According to the Compensatory Mitigation for Losses of Aquatic Resources (Mitigation Rule) (33 Code of Federal Regulations [CFR] 332), appropriate mitigation is required to offset the unavoidable loss of waters of the U.S. As a result, SWCA will prepare a conceptual compensatory mitigation plan for the USACE that will be submitted as part of the permit application. SWCA will explore a range of feasible mitigation options, including on-site habitat restoration or creation,

purchase of mitigation bank credits, or payment of in-lieu fees to the agencies to mitigate temporary and permanent wetland impacts. Development of the conceptual mitigation plan will be based on mitigation requirements identified during agency consultation. SWCA will prepare a brief memo that provides WBSD with a description of all available options, their location, the entity responsible, any known pre-requirements, and approximate costs. SWCA will then prepare a mitigation plan that will include an analysis of the impacts to federal and state jurisdictional waters associated with the project, a description of the specific mitigation proposal the WBSD decides on, and a consistency analysis of the mitigation proposal with anticipated agency permit provisions. The plan will be appended to the permit application package for the USACE and RWQCB (see Task 3 below) for review and approval.

Task 2.2.c Assumptions

- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work does not include assistance with mitigation implementation.*
- *This scope of work assumes that the USACE and RWQCB will accept the proposed conceptual mitigation plan and additional mitigation will not be required.*
- *This scope of work assumes that only minor changes will be required to the draft mitigation plan to prepare the final mitigation plan.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 2.2.d: Prepare Alternatives Analysis

As part of the review process for an Individual Permit, the USACE is required to determine whether a project complies with the Clean Water Act (CWA) Section 404(b)(1) Guidelines (Guidelines). These Guidelines prohibit the discharge of dredged or fill material to waters of the U.S. if there is a “practicable alternative to the proposed discharge” that would have less adverse impact on aquatic ecosystems, so long as the alternative does not have other significant adverse environmental consequences. An alternative is considered practicable if it is available and capable of implemented, after taking into consideration cost, existing technology, and logistics in light of the overall project purpose. Practicable alternatives include, but are not limited to, the following:

- Activities that do not involve a discharge of dredged or fill material into water of the U.S.
- Discharges of dredged or fill materials at other locations in waters of the U.S.

Before the USACE can issue the Individual Permit, they must identify the Least Environmentally Damaging Practicable Alternative (LEDPA). SWCA will prepare and submit an alternative analysis consistent with the Guidelines and NEPA requirements. The alternatives analysis will, at a minimum, include the following:

- The purpose and need of the project.
- A list of all alternatives considered, including, but not limited to, the no action alternative, the proposed project, off-site locations that might involve less adverse impacts to waters of the U.S., and on-site locations that may reduce adverse impacts to waters of the U.S. through modifications to the alignment, layout, or design.
- An analysis of all alternatives for practicability.
- Identification of the LEDPA.

SWCA will provide an administrative draft of the alternatives analysis for WBSD to review. Comments from the administrative draft will be incorporated and resubmitted for final review. Upon finalization of the document, the alternatives analysis will be submitted to the USACE either with the permit application or within 60 days of the permit application being submitted.

Task 2.2.d Assumptions

- *This scope of work assumes no more than four alternatives, including the no action alternative and the proposed project, will need to be analyzed for the alternatives analysis.*
- *This scope of work assumes that the USACE will concur that the proposed project is the LEPDA.*
- *This scope of work assumes that the USACE will make a decision on the permit application and explain its decision in a decision document; however, SWCA can provide these services under an amended budget to help expedite the permit process.*
- *Our cost assumes one round of consolidated comments on the alternatives analysis.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 2.2e: Regional Water Quality Control Board Section 401 Water Quality Certification

SWCA will prepare the permit application package for a Section 401 Water Quality Certification from the RWQCB. The application packet will include the permit application form, engineering drawings, and the project's environmental document/determination, as well as any permit application fees. The application package will, at a minimum, provide the following information:

- Description of the overall project, including site plan and other project plans, as appropriate.

- Surface area in acres of waters of the U.S. and State, adjacent wetlands (if any), and adjacent riparian vegetation that will be temporarily/permanently impacted by the proposed project.
- Method of vegetation clearing (if any) within the temporary/permanent impact areas.
- Cross-section and lateral view of the project activity.
- Appropriate environmental resources reports (e.g., Biological Resources Report, Preliminary Wetland Delineation).
- A description of dewatering methods (if any).
- BMPs to prevent water pollution.
- Final environmental documentation for CEQA.
- Conceptual Mitigation Plan (see Task 2.2.c above).
- Permit application fees from the RWQCB Dredge and Fee Calculator.

SWCA will utilize the previously prepared documents, such as the project Biological Resources Report and DEIR, as well as measures recommended from regulatory agency input, to incorporate feasible AMMs and/or mitigation measures to reduce impacts to waters of the State. SWCA will provide maps, as needed, for permit packages. SWCA will complete the application, respond to one round of comments from the project team, and submit the complete draft application package to the RWQCB. We have included coordination time for MIG to assist with this task.

Task 2.2e Assumptions

- *This scope of work does not cover new or revised analyses needed to address changes to the permanent repair project design or drawing specifications after the permit applications have been submitted.*
- *A Biological Resources Report and formal Jurisdictional Determination Report have been prepared for the project as part of the CEQA process. The documents will be attached to the permit applications and this scope of work does not include revisions or updates to the Biological Resources Report or formal Jurisdictional Determination Report.*
- *This scope of work does not include assistance with permit amendments or extensions. In addition, this scope of work does not include assistance with mitigation negotiations or implementation. This assistance can be provided under an amended budget.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work assumes that the WBSD will pay the RWQCB permit fee.*

- *This scope of work does not include the annual fee associated with the RWQCB permit and assumes that WBSD will cover all project fees.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 2.2f: BCDC Major Permit

The BCDC has regulatory jurisdiction, as defined by the McAteer Petris Act, over the San Francisco Bay and its shoreline. A permit from the BCDC is required for any filling, new construction, dredging, major remodeling, or substantial change in use within the San Francisco Bay and within 100 feet of the San Francisco Bay shoreline. BCDC issues administrative permits for construction projects within its jurisdiction that are more extensive than a minor repair or improvement. As part of the major permit process, the BCDC will hold a public hearing and the application may be reviewed by the BCDC's Design Review Board and/or the Engineering Criteria Review Board. The BCDC permit application package generally includes the following items: a completed application form; a detailed project description; calculations of the project area within and outside the BCDC's jurisdiction; calculations of impacts/fill within the BCDC's jurisdiction; a description of project impacts to BCDC jurisdictional waters and shoreline; public access information for the project site; a discussion of the approvals and certifications being obtained from other federal, state, and local agencies; the final CEQA document, Notice of Determination, and proof of the environmental filing fee; and the application fee. SWCA will complete the application, respond to one round of consolidated comments from the project team, and submit the complete draft application package to the BCDC. We have included coordination time for MIG to assist with this task.

Task 2.2f Assumptions

- *This scope of work assumes that the USACE will send notice to the BCDC requesting concurrence that the project is consistent with the coastal plan in compliance with the Coastal Zone Management Act.*
- *No meetings or field visits will occur as part of this task.*
- *This scope of work assumes that the WBSD will pay the BCDC permit fee.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 2.3: Agency Meetings, Coordination, and Assistance

In our team's experience, it is essential to provide consistent outreach and coordination with the regulatory agencies once permit applications are submitted. Post-application coordination with the agencies will be necessary to negotiate permit conditions and to facilitate interagency correspondence until final permits are obtained. Outreach efforts can help streamline permitting and avoid delays by addressing questions regarding the applications and requests for additional information that the agencies may have instead of waiting for a written response to reply to (which can take an average of 30 days to obtain). SWCA permitting staff will diligently coordinate with the agencies via phone and email to keep the permitting process on track. We have estimated 45 hours to complete this task; however, if agency staff request items that will require additional hours or additional meetings, SWCA will provide notification in writing to request a contract amendment before proceeding. We have included coordination time for MIG to assist with this task.

Task 2.4: Rare Plant Surveys

This task will be performed by MIG. The potential for rare plant species to be present in the area was identified in the biological resources report for the Flow Equalization and Resource Recovery Facility project. The District is proactively conducting the surveys to inform project design and construction. This scope of work includes two site visits to survey for rare plants, and preparation of a letter report.

Task 2.5: Adaptive Management Plan

As part of the permit applications for an ecotone levee/living shoreline, it is anticipated that an Adaptive Management Plan will be required to ensure appropriate restoration of temporarily impacted areas, appropriate performance criteria (e.g., vegetation cover, invasive species, hydrology, other restoration elements) associated with the ecotone levee, and appropriate monitoring of the restored areas. As a result, SWCA will prepare an Adaptive Management Plan for the project that includes, at a minimum, the following information:

- Purpose and role of adaptive management for the project.
- Project objectives.
- Existing/baseline studies.
- Uncertainties associated with the project (e.g., sediment dynamics, water quality, effects on wildlife).
- Restoration targets.
- Monitoring parameters, methods, spatial scale, and timing.
- Triggers to identify when the system may not be performing as expected.

- Actions to take if triggers are reached.
- Roles and responsibilities.

SWCA will complete the application, respond to one round of consolidated comments from the project team, and submit the complete Adaptive Management Plan to the appropriate resource agencies.

Task 2.5 Assumptions

- *No meetings or field visits will occur as part of this task.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

OPTIONAL TASK 1: Prepare National Environmental Policy Act Environmental Assessment

Since an Individual Permit is required for the project, the USACE would require the Applicant to prepare a draft NEPA document that would be finalized by the USACE. However, recent regulatory changes have provided for streamlining of the NEPA process to expedite regulatory review. In addition, MIG prepared a “CEQA Plus” document for the project which topically covers NEPA EA checklist items although it does not analyze the project impacts under NEPA. The USACE may determine that the CEQA Plus document in addition to the impact analysis provided in support of the permit application is sufficient to adequately address review under NEPA. SWCA, with the support of MIG, will address NEPA in one of the interagency meetings to determine the USACE’s proposed approach to addressing NEPA. SWCA will also confirm that the USACE concurs that the alternatives considered in Task 2.2.d will satisfy both NEPA requirements and CWA Section 404(b)(1) Guidelines requirements.

Should the USACE determine that additional analysis is required to satisfy NEPA, for purposes of this Optional Task scope and cost estimate, it is assumed that an EA would be the appropriate NEPA document. This is expected to include an EA prepared in accordance with CWA Section 404(b)(1) and Public Interest Review requirements, in addition to the Public Notice and response to comments on the Public Notice. The EA will include a thorough description of the proposed action, a description of the affected environment, and discussion of environmental consequences anticipated. The administrative EA will present existing conditions sufficiently to provide the context for understanding potential impacts and their importance, including only information that is relevant. The administrative EA will emphasize discussion of those resources or issues where effects are considered significant and de-emphasize those issues that are not. As appropriate, the administrative EA will also recommend possible mitigation measures. While much of the information included in the EA could be used from the project EIR, the information would need to be formatted into an EA to fulfill the requirements of NEPA. The EA will include, at a minimum, the following:

- **Chapters 1 and 2:** Chapters 1 and 2 of the EA will include the project purpose and need; project background; relationship to statutes, regulations, and other plans; list of issues and impact topics; description of the alternatives; identification of the environmentally preferred alternative; and alternatives considered but eliminated from detailed analysis.
- **Chapter 3:** Chapter 3 of the EA will describe the affected environment, including baseline conditions, that may be impacted by the proposed action and the alternatives. In consultation with the U.S. Department of Agriculture, SWCA will determine the resources that would be affected by the alternatives, define analysis area boundaries for each impact topic, and determine appropriate impact indicators.

Using the data from the affected environment section, an environmental consequences section will be included that will define and quantify the type, context, duration, and intensity of impacts for the proposed action and alternatives. Impacts can include adverse and beneficial effects, short- and long-term effects, and direct, indirect, and cumulative effects.

This chapter of the EA will also identify potential mitigation measures, if appropriate, and how implementation of these mitigation measures may lessen or change the anticipated impacts.

- **Chapters 4 through 7:** Chapters 4 through 7 of the EA will include the list of preparers, summary of consultation and coordination for the project, references, and a glossary of terms.

SWCA will submit the Draft EA to the USACE for review and comment. Following review and comment, SWCA will make the necessary revisions and prepare the EA for public review. SWCA will obtain authorization from the USACE prior to finalizing the public review EA.

Optional Task 1 Assumptions

- *A Biological Resources Report, Cultural Resources Report, and formal Jurisdictional Determination Report have been prepared for the project as part of the CEQA process. These documents will be attached to the NEPA document and this scope of work does not include revisions or updates to the Biological Resources Report, Cultural Resources Report, or formal Jurisdictional Determination Report.*
- *This scope of work assumes that the project description prepared for the project EIR will provide sufficient detail to meet the EA requirements. In addition, costs assume the analyses in the project EIR can be used to complete the EA and additional analyses and fieldwork will not be required.*
- *This scope of work does not cover new or revised analyses needed to address changes to the permanent repair project design or drawing specifications after the EA has been submitted.*

- *This scope of work assumes that the USACE will concur that the alternatives considered in Task 2.2.d will satisfy both NEPA requirements and CWA Section 404(b)(1) Guidelines requirements.*
- *This scope of work assumes that an EA will be the appropriate NEPA document.*
- *No substantive comments requiring major revisions between the Draft and Final EA are included in this scope of work.*
- *This scope of work assumes that public scoping meetings and public hearings for NEPA will not be required.*
- *This scope of work assumes that the USACE will make a decision on the permit application and explain its decision in a decision document; however, SWCA can provide these services under an amended budget to help expedite the permit process.*
- *For the purpose of this scope of work, SWCA assumes that the determination for the NEPA document will be an EA/Finding of No Significant Impact (FONSI); therefore, an Environmental Impact Statement (EIS) will not be required. An EIS can be prepared under an amended budget.*
- *This scope of work assumes the USACE will prepare the FONSI. SWCA can provide this service under an amended budget.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents will be submitted electronically. No printed documents will be required.*

OPTIONAL TASK 2 - Respond to Public Comments on the Permit Application

Should preparation of a NEPA EA as outlined in Optional Task 1 be required, it is anticipated that the USACE will provide WBSD and/or SWCA the comments received in response to the public notice within 30 days of the close of the comment period. At this time, the USACE will likely ask for additional information to assess environmental impacts or resolve public interest concerns. SWCA will complete the responses and/or coordinate with USACE and WBSD to complete the responses and submit them for USACE review. SWCA will discuss comments in one teleconference with USACE and WBSD. SWCA will also revise the EA as appropriate based on the comments and responses.

Optional Task 2 Assumptions

- *This scope of work assumes that public scoping meetings and public hearings for NEPA will not be required.*
- *This scope of work assumes that the USACE will issue the Public Notice to solicit comments from the public, adjacent property owners, interested groups and individuals, and federal, state, and local agencies. SWCA can provide this service under an amended budget.*

- *This scope of work assumes the USACE will monitor and compile the public comments on the permit application and NEPA document.*
- *Based on the limited comments received on the DEIR, this scope of work assumes that all comments received on the permit application and NEPA document will be minor and will not require modification of the project or additional analyses.*
- *No substantive comments requiring major revisions between the Draft and Final EA are included in this scope of work. This scope of work assumes that response to comments will not exceed 24 hours.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 3: Design Variations

It is anticipated that our team will receive technical questions through the permitting process. This task is to establish a budget for civil, structural, and geotechnical design support through the permitting process.

Task 3 Assumptions

- *No major redesigns from the concepts presented through initial discussion with the permitting agencies and as presented in the Final EIR.*

Task 4: Grant Application Assistance

F&L has assisted the District in previous grant applications and this task establishes a budget for further assistance. F&L proposes the following:

- Preparation of Draft Application and Project Narrative for District review.
- Preparation of Draft Budget Information for District review.
- Finalize Application and either submit application or provide the District direction on how to submit application.

PROPOSED FEE SCHEDULE

All work will be on a time and materials (t&m) basis, not exceed the following limits without District authorization. Proposed hours can be seen in the attached Fee Breakdown Table.

Task 1 – Project Management and Quality Control	\$25,800
Task 2 – Permitting/CEQA	\$258,535
Task 3 – Design Variations	\$58,570
Task 4 – Grant Application Assistance	\$32,880
Total Added Budget	\$375,791

See Fee Breakdown Table for detail of our proposed fee.

Sergio, thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Sincerely,
FREYER & LAURETA, INC.



Richard J. Laureta, P.E.
President

Cc: Bill Kitajima, Projects Manager

FEE PROPOSAL:

21-Jul-21

WBSD FERR LEVEE IMPROVEMENTS DESIGN PERMITTING/AGENCY COORDINATION

<i>Estimated Staff Hours and Budget</i>		LABOR								FEE	
Freyer & Laureta, Inc.		F&L Staff				SWCA Living Shoreline Consultant	Hochbach/ Lewin Structural	BAGG Levee/Living Shoreline Geotech	Crawford Outfall Geotech		F&L Survey Crew
		Principal	Project Manager	Staff Engineer IV	Staff Engineer III						
		\$235	\$205	\$150	\$135	FEE	FEE	FEE	\$2,800		
Task 1 Project Management											
Project Management	40	80								\$25,800	
Task 2 Permitting/CEQA											
2.1 Additional CEQA Support	8	20	40		\$12,809					\$24,789	
2.2 Permitting											
2.2a Individual Permit Application	4	16	40		\$26,863					\$37,083	
2.2b Preparation of Biological Assessments	4	16	24		\$24,982					\$32,802	
2.2c Preparation of Compensatory Mitigation Plan	4	16	40		\$17,329					\$27,549	
2.2d Preparation of Alternatives Analysis	4	16	40		\$22,928					\$33,148	
2.2e Regional Water Quality Control Board	1	4	4		\$15,412					\$17,067	
2.2f BCDC Major Permit	1	4	4		\$19,583					\$21,238	
2.3 Agency Meetings, Coordination and Assistance	6	40	12		\$21,239					\$32,649	
2.4 Rare Plant Surveys	1	2	4		\$4,000					\$5,245	
2.5 Adaptive Management Plan	2	4	8		\$24,476					\$26,966	
Task 3 Design Variations	16	40	80	46		\$8,000	\$8,000	\$4,000	3	\$58,570	
Task 4 Grant Application Assistance	8	40	80	80						\$32,880	
Hours	99	298	376	126					3		
Subtotals	\$23,265	\$61,090	\$56,400	\$17,010					\$8,400		
Total Added Budget	\$157,765				\$189,620	\$8,000	\$8,000	\$4,000	\$8,406	\$375,791	
OPTIONAL TASK: Prepare National Environmental Policy Act Environmental Assessment					\$19,473					\$19,473	
OPTIONAL TASK: Respond to Public Comments on the Permit Application and Environmental Assessment					\$3,830					\$3,830	
Notes:											
1. Subconsultant fees include a 5% markup											
2. This budget is to be added to previously approved work for this project											

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

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this ___ day of _____ 2021, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer and Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires permitting and agency coordination as it enters into the next phase of the FERRF Levee Improvement Project, and this effort requires the services of a consultant; and

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

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

I. DESCRIPTION OF PROJECT

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

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the attached proposal, listed as Exhibit “A” from Consultant dated July 21, 2021 entitled “Flow Equalization and Resource Recovery Facility Levee Improvement and Recycled Water Facility Project Permitting and Agency Coordination Proposal West Bay Sanitary District, Menlo Park, CA”, hereinafter referred to as “Proposal.”

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

III. TIME FOR COMPLETION

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

IV. COMPENSATION

For services to be performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed Three Hundred Seventy Five Thousand Seven Hundred Ninety One Dollars and Zero Cents (\$375,791.00) as described in the Proposal. Any change requiring compensation in excess of the sum specified in the Proposal shall only be approved in advance in writing by the District’s authorized representative. Consultant shall invoice

the District on a time and materials cost basis for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt. If payment is not made within forty-five (45) days, interest on the unpaid balance will accrue at a rate of one and one-half percent (1.5%) per month compounded monthly.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that work performed by Consultant meet specific standards without regard to the manner and means of accomplishment thereof, and Consultant agrees to exercise due professional care to provide work product that is adequate and sufficient to meet the purposes for which that was prepared.

VI. INDEMNIFICATION

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the District.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the District, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the District. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8.

VII. INSURANCE

Consultant shall procure and maintain insurance during the Term, as may be extended by written amendment, with insurers licensed to do business in the State of California and with a Best's rating of no less than A:VII., for the following minimum insurance coverages.

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

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

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

D. All general liability policies shall be endorsed to name the District Parties as additional insureds as to the Services. Consultant's insurance coverage is primary insurance and any insurance maintained by the District Parties shall not contribute with it.

E. Consultant shall also provide Professional Liability Insurance (Errors and Omissions) appropriate to Consultant's profession with limits of liability in amounts not less than \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

F. Contractors Pollution Liability applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

G. Claims Made Policies - Consultant shall provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

H. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District Parties are an additional insured on insurance required from subcontractors.

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

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

VIII. TERMINATION

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

terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 5 calendar days prior to an effective termination date.

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

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

IX. SUBCONTRACTS

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

X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees and subcontractors, covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.

3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final District payment for Consultant's services.
5. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a "public work" pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

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

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;

d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;

e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

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

6. Registration with DIR. Consultant acknowledges that it and/ any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or subconsultant's current registration to perform public work. Labor Code section 1771.1(b).
7. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
8. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, natural disaster, act of god, pandemic, or other peril, existing or future, which is beyond the reasonable control of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the

services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on the District's sole discretion.

9. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
10. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the parties to this Agreement.
11. Independent Contractor. In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District Parties against any and all claims, demands, demands, actions, damages or judgments, including associated costs of investigation and defense arising in any manner related to this Agreement that an employee, agent or independent contractor of Consultant was misclassified.
12. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
13. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
12. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
13. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
14. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
15. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
16. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic,

facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

XI. ACKNOWLEDGMENT

By their signatures below, the parties herein acknowledge that they have read and understand the terms of this Agreement, and are authorized to execute this Agreement.

DISTRICT

CONSULTANT

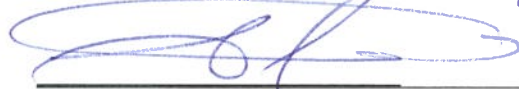
"West Bay Sanitary District"

"Freyer & Laureta, Inc."

By: _____
Sergio Ramirez
District Manager

By: _____
Richard J. Laureta
President

APPROVED AS TO FORM



DISTRICT COUNSEL

NOTES

1. Corporation - signature of two (2) officers required, or one (1) officer plus corporate seal
2. Partnership - signature of a partner required
3. Sole Proprietorship - signature of proprietor required
4. Although it may be necessary on occasion to modify or change some of the provisions of this Standard Agreement, those occasions should be rare. Consultants should be strongly encouraged to accept the terms if they wish to do business with the DISTRICT. Any proposed changes should, of course, be cleared through the DISTRICT Attorney's Office.\
5. All contracts must be reviewed and approved as to form by the DISTRICT Counsel prior to execution by the DISTRICT.

EXHIBIT "A"
SCOPE OF SERVICES

July 21, 2021

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

**Re: FLOW EQUALIZATION AND RESOURCE RECOVERY FACILITY
LEVEE IMPROVEMENT AND RECYCLED WATER FACILITY PROJECT
PERMITTING AND AGENCY COORDINATION PROPOSAL
WEST BAY SANITARY DISTRICT, MENLO PARK, CA**

Dear Mr. Ramirez:

As discussed, Freyer & Laureta, Inc. (F&L) is pleased to present this proposal to provide services needed for the next phase of the District's Flow Equalization and Resource Recovery Facility (FERRF) Levee Improvement Project which includes agency coordination and permitting. This effort is to initially address agency comments and concerns noted through the EIR process and to complete the permitting for the project. For this phase of the project, F&L proposes to manage the following subconsultants; SWCA Environmental Consultants to assist with permitting, Hohbach-Lewin for Structural Engineering support, and Bay Area Geotechnical Group and Crawford Geotechnical to provide soils consultation. SWCA, the designers of the living shoreline on the north side of the FERRF, will conduct regulatory agency consultation; prepare the necessary project permit applications, prepare an Alternatives Analysis under Clean Water Act Section 404(b)(1) Guidelines, prepare a Compensatory Mitigation Plan, and prepare an Adaptive Management Plan. MIG, the preparers of the Environmental Impact Report, as a subconsultant to SWCA, will provide permitting support services including Biological Assessments to support the U.S. Army Corps of Engineers Endangered Species Act consultation required for obtaining the required permit. This proposal also offers optional tasks to cover preparation of an Environmental Assessment in accordance with the National Environmental Policy Act (NEPA). Since a CEQA Plus document was prepared for the project, the Army Corps may determine that additional NEPA documentation is not required for issuance of an Individual Permit for the project.

Background

The District has certified an Environmental Impact Report that includes flood protection/sea level rise improvements at the FERRF which is located on Marsh Road just north of Bay-

front Park in the City of Menlo Park and is adjacent to a tidally influenced slough. The improvements include 100-year flood and sea level rise protection along the outer edge of the facility by either sheet piling or by a combination of sheet piles and a living shoreline on the north side of the facility. During initial consultation with the US Army Corps of Engineers, it was determined that a Nationwide Permit was not available for this type of project, thus it was determined that an Individual Permit would be required. This scope of work presents our proposed scope of work, budget, and assumptions for preparing resource agency permits required for the individual permit.

As noted SWCA is currently working with the West Bay Sanitary District (WBSD) and F&L to design the living shoreline along the existing north levee of the Flow Equalization and Resource Recovery Facility (FERRF) in order to provide a nature-based adaptation measure for rising sea levels. Work on this living shoreline is within the jurisdiction of several agencies that are mandated to protect wildlife habitat and water quality. The resource agencies include the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and San Francisco Bay Conservation and Development Commission (BCDC). At this time, we anticipate that a USACE Section 404 Individual Permit, an RWQCB Section 401 Water Quality Certification (WQC), and a BCDC Major Permit will be required for the FERRF Levee Improvements and Recycled Water Facility Project (project). In addition, federally listed species could reside within and near the project area; therefore, the USACE will need to conduct federal Endangered Species Act (ESA) Section 7 consultation with both the U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NOAA Fisheries). Because the project is in tidal waters, the California Department of Fish and Wildlife (CDFW) does not have jurisdiction of the project under Section 1602 of the California Fish and Game Code.

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

DESCRIPTION OF SERVICES

Task 1 – Project Management and Quality Control

F&L will be the project manager of this project with SWCA, Hohbach-Lewin, BAGG and Crawford Associates as subconsultants. This task includes the miscellaneous tasks needed to manage the project including time for project oversight and quality control.

Task 2– Permitting/CEQA

Task 2.1 - Additional CEQA Support

SWCA will review the background materials prepared for the project, including, but not limited to, the WBSD Flow Equalization Facility Levee Project Environmental Constraints Analysis (MIG 2017), WBSD FERFF Levee Improvements and Bayfront Recycled Water Facility Project Biological Resources Report (MIG 2020), FERFF Levee Improvements and Bayfront Recycled Water Facility Project Draft Environmental Impact Report (DEIR; MIG 2020), FERFF Levee Improvements and Bayfront Recycled Water Facility Project Final Environmental Impact Report (FEIR; MIG 2021), and WBSD FERFF Flood Protection Project Preliminary Delineation of Wetlands and Other Waters (MIG 2020), to compile all of the existing information on the project to date. These documents will be the primary technical documents used to support the permit applications.

Task 2.2 - Permitting

Continual coordination with the permitting agencies (i.e., USACE, USFWS, NOAA Fisheries, CDFW, RWQCB, and BCDC) in the design phase can make the permitting process smoother. The permitting effort takes time, thoughtful discussion, and stepwise coordination, as there are multiple federal, state, and local regulations and species considerations at the land–sea interface. As part of this task, our team will investigate the possibility of permitting the project through the Bay Restoration Regulatory Integration Team (BRRIT), which was formed to improve the permitting process for multi-benefit habitat restoration projects and associated flood management and public access infrastructure throughout the San Francisco Bay and along the shoreline of the nine Bay Area counties. The BRRIT consists of dedicated staff from six federal and state regulatory agencies, including USACE, USFWS, NOAA Fisheries, CDFW, RWQCB, and BCDC. Under this scope of work, our team will coordinate and attend up to two additional virtual interagency meetings with the permitting agencies/BRRIT meetings to present the project design and discuss impacts and permitting challenges. This task includes time for MIG to attend two virtual interagency meetings which will include biological (Section 7 consultation) and planning (address need for NEPA) technical input.

Assumptions

- *This scope of work assumes that our team will attend up to two interagency/BRRIT meetings.*
- *This scope of work assumes the interagency/BRRIT meetings will be virtual and will not exceed 2 hours.*
- *This scope of work assumes SWCA will spend no more than 20 hours total staff time on interagency/BRRIT meeting preparation and initial agency coordination associated with the interagency/BRRIT meeting.*

- *This scope of work assumes that the CDFW does not have jurisdiction of the project under California Fish and Game Code Section 1602 since the project is located in tidal waters.*

Task 2.2 a - U.S. Army Corps of Engineers Section 404 Individual Permit

Our team attended a technical assistance meeting with Brian Matsumoto at the USACE San Francisco District in March 2021. Based on that call, it was determined that, due to the amount of fill within wetlands/open water and conversion of wetlands/open water to upland habitat, an Individual Permit will be required for the project. As a result, our team will prepare the Section 404 Individual Permit for submittal to the USACE.

Our team will prepare the application packet for the USACE Individual Permit. Application packets will include a cover letter, the permit application ENG Form 4345, and supplemental information. The application package will, at a minimum, provide the following information:

- Directions to the project site.
- A description of the overall project, including site plan and other project plans, as appropriate.
- Proposed project purpose.
- Type and amount of material being discharged.
- Surface area in acres of wetlands and other waters of the U.S. that will be temporarily/permanently impacted by the proposed project.
- Method of vegetation clearing (if any) within the temporary/permanent impact areas.
- Cross-section and lateral view of the project activity.
- Appropriate environmental resources reports (e.g., BA, Cultural Resources Report, Jurisdictional Determination Report).
- A description of dewatering methods (if any).
- A description of how the project is consistent with the Coastal Plan.
- Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs) to prevent water pollution and species impacts.
- Permit application fee.

Our team will utilize the previously prepared documents, such as the project Biological Resources Report and DEIR, as well as measures recommended from regulatory agency input, to incorporate feasible AMMs and/or mitigation measures to reduce impacts to waters of the U.S. SWCA will provide maps (e.g., vicinity map, existing waters/wetlands map, project impact map) in accordance with the USACE *Maps and Drawing Standards for the*

South Pacific Division Regulatory Program, as needed, for permit packages. Our team will complete the application, respond to one round of consolidated comments from the project team, and submit the complete draft application package to the USACE. We have included coordination time for MIG to assist with this task.

Task 2.2.a Assumptions

- *This scope of work assumes that the storm drain, sheetpile levee, and ecotone levee will be permitted as part of the Individual Permit and separate permit applications, including Section 404 Nationwide Permits, Section 401 Water Quality Certification, and BCDC Administrative Permit, will not be required.*
- *This scope of work does not cover new or revised analyses needed to address changes to the permanent repair project design or drawing specifications after the permit applications have been submitted.*
- *A Biological Resources Report, Cultural Resources Report, and formal Jurisdictional Determination Report have been prepared for the project as part of the California Environmental Quality Act (CEQA) process. These documents will be attached to the permit applications and this scope of work does not include revisions or updates to the Biological Resources Report, Cultural Resources Report, or formal Jurisdictional Determination Report.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work does not include assistance with permit amendments or extensions.*
- *This scope of work assumes that the USACE will determine the project is non-commercial and the individual permit fee will be \$10.*
- *This scope of work assumes that the USACE will send notice to the BCDC requesting concurrence that the project is consistent with the Coastal Plan in compliance with the Coastal Zone Management Act.*
- *One round of consolidated comments on the permit application.*
- *All permit applications will be submitted electronically. No printed documents will be required.*

Task 2.2.b: Prepare Biological Assessments - MIG

Because there are federally listed species that could be affected by the project, the USACE will need to conduct ESA Section 7 consultation with the USFWS and NOAA Fisheries. Specifically, the USFWS will need to be consulted for potential impacts to California Ridgway's rail (*Rallus obsoletus obsoletus*) and saltmarsh harvest mouse (*Reithrodontomys raviventris*), and NOAA Fisheries will need to be consulted for potential impacts to central California coast steelhead

(*Oncorhynchus mykiss*) and North American green sturgeon (*Acipenser medirostris*), as well as to Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act. To facilitate the consultation, MIG will prepare one BA for the USFWS and one BA for NOAA Fisheries using the *USFWS Guidance for Preparing a Biological Assessment* to ensure that all information that the agencies require to complete Section 7 consultation is included. SWCA will work with MIG, WBSD, and F&L to incorporate feasible AMMs to reduce impacts to federally listed species, including measures recommended from regulatory interagency meetings.

SWCA will review the completed BAs and provide comments/suggested edits to MIG. MIG will incorporate SWCA's comments/edits into the draft BA and SWCA will provide the draft BAs to WBSD and F&L for review and comment. MIG will respond to one round of comments from WBSD and F&L. The BAs will be submitted to the USACE with the Section 404 Individual Permit application. It is anticipated that impacts to federally listed species can be avoided with appropriate AMMs; therefore, the USACE will conduct informal consultation with the USFWS and NOAA Fisheries under ESA Section 7 and the outcome from both agencies will be a "may affect, not likely to adversely affect" concurrence letter for the project. This scope of work does not include additional consultation with the USFWS or NOAA Fisheries.

Task 2.2.b Assumptions

- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *It is anticipated that impacts to federally listed species can be avoided and/or minimized with appropriate AMMs; therefore, the USACE will conduct informal consultation with the USFWS and NOAA Fisheries under ESA Section 7 and the outcome will be a "may affect, not likely to adversely affect" concurrence letter for the project. This scope of work does not include additional consultation with the USFWS or NOAA Fisheries.*
- *Based on the project documents, impacts to state-listed species can be avoided and/or minimized with appropriate AMMs and no take will occur. As a result, this scope of work assumes that a California Fish and Game Code Section 2081 Incidental Take Permit will not be required from the CDFW.*
- *All documents will be submitted electronically. No printed documents will be required.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*

Task 2.2.c: Prepare Compensatory Mitigation Plan

According to the Compensatory Mitigation for Losses of Aquatic Resources (Mitigation Rule) (33 Code of Federal Regulations [CFR] 332), appropriate mitigation is required to offset the unavoidable loss of waters of the U.S. As a result, SWCA will prepare a conceptual compensatory mitigation plan for the USACE that will be submitted as part of the permit application. SWCA will explore a range of feasible mitigation options, including on-site habitat restoration or creation,

purchase of mitigation bank credits, or payment of in-lieu fees to the agencies to mitigate temporary and permanent wetland impacts. Development of the conceptual mitigation plan will be based on mitigation requirements identified during agency consultation. SWCA will prepare a brief memo that provides WBSD with a description of all available options, their location, the entity responsible, any known pre-requirements, and approximate costs. SWCA will then prepare a mitigation plan that will include an analysis of the impacts to federal and state jurisdictional waters associated with the project, a description of the specific mitigation proposal the WBSD decides on, and a consistency analysis of the mitigation proposal with anticipated agency permit provisions. The plan will be appended to the permit application package for the USACE and RWQCB (see Task 3 below) for review and approval.

Task 2.2.c Assumptions

- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work does not include assistance with mitigation implementation.*
- *This scope of work assumes that the USACE and RWQCB will accept the proposed conceptual mitigation plan and additional mitigation will not be required.*
- *This scope of work assumes that only minor changes will be required to the draft mitigation plan to prepare the final mitigation plan.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 2.2.d: Prepare Alternatives Analysis

As part of the review process for an Individual Permit, the USACE is required to determine whether a project complies with the Clean Water Act (CWA) Section 404(b)(1) Guidelines (Guidelines). These Guidelines prohibit the discharge of dredged or fill material to waters of the U.S. if there is a “practicable alternative to the proposed discharge” that would have less adverse impact on aquatic ecosystems, so long as the alternative does not have other significant adverse environmental consequences. An alternative is considered practicable if it is available and capable of implemented, after taking into consideration cost, existing technology, and logistics in light of the overall project purpose. Practicable alternatives include, but are not limited to, the following:

- Activities that do not involve a discharge of dredged or fill material into water of the U.S.
- Discharges of dredged or fill materials at other locations in waters of the U.S.

Before the USACE can issue the Individual Permit, they must identify the Least Environmentally Damaging Practicable Alternative (LEDPA). SWCA will prepare and submit an alternative analysis consistent with the Guidelines and NEPA requirements. The alternatives analysis will, at a minimum, include the following:

- The purpose and need of the project.
- A list of all alternatives considered, including, but not limited to, the no action alternative, the proposed project, off-site locations that might involve less adverse impacts to waters of the U.S., and on-site locations that may reduce adverse impacts to waters of the U.S. through modifications to the alignment, layout, or design.
- An analysis of all alternatives for practicability.
- Identification of the LEDPA.

SWCA will provide an administrative draft of the alternatives analysis for WBSD to review. Comments from the administrative draft will be incorporated and resubmitted for final review. Upon finalization of the document, the alternatives analysis will be submitted to the USACE either with the permit application or within 60 days of the permit application being submitted.

Task 2.2.d Assumptions

- *This scope of work assumes no more than four alternatives, including the no action alternative and the proposed project, will need to be analyzed for the alternatives analysis.*
- *This scope of work assumes that the USACE will concur that the proposed project is the LEPDA.*
- *This scope of work assumes that the USACE will make a decision on the permit application and explain its decision in a decision document; however, SWCA can provide these services under an amended budget to help expedite the permit process.*
- *Our cost assumes one round of consolidated comments on the alternatives analysis.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 2.2e: Regional Water Quality Control Board Section 401 Water Quality Certification

SWCA will prepare the permit application package for a Section 401 Water Quality Certification from the RWQCB. The application packet will include the permit application form, engineering drawings, and the project's environmental document/determination, as well as any permit application fees. The application package will, at a minimum, provide the following information:

- Description of the overall project, including site plan and other project plans, as appropriate.

- Surface area in acres of waters of the U.S. and State, adjacent wetlands (if any), and adjacent riparian vegetation that will be temporarily/permanently impacted by the proposed project.
- Method of vegetation clearing (if any) within the temporary/permanent impact areas.
- Cross-section and lateral view of the project activity.
- Appropriate environmental resources reports (e.g., Biological Resources Report, Preliminary Wetland Delineation).
- A description of dewatering methods (if any).
- BMPs to prevent water pollution.
- Final environmental documentation for CEQA.
- Conceptual Mitigation Plan (see Task 2.2.c above).
- Permit application fees from the RWQCB Dredge and Fee Calculator.

SWCA will utilize the previously prepared documents, such as the project Biological Resources Report and DEIR, as well as measures recommended from regulatory agency input, to incorporate feasible AMMs and/or mitigation measures to reduce impacts to waters of the State. SWCA will provide maps, as needed, for permit packages. SWCA will complete the application, respond to one round of comments from the project team, and submit the complete draft application package to the RWQCB. We have included coordination time for MIG to assist with this task.

Task 2.2e Assumptions

- *This scope of work does not cover new or revised analyses needed to address changes to the permanent repair project design or drawing specifications after the permit applications have been submitted.*
- *A Biological Resources Report and formal Jurisdictional Determination Report have been prepared for the project as part of the CEQA process. The documents will be attached to the permit applications and this scope of work does not include revisions or updates to the Biological Resources Report or formal Jurisdictional Determination Report.*
- *This scope of work does not include assistance with permit amendments or extensions. In addition, this scope of work does not include assistance with mitigation negotiations or implementation. This assistance can be provided under an amended budget.*
- *This scope of work does not include any site visits or protocol-level surveys for rare and endangered species.*
- *This scope of work assumes that the WBSD will pay the RWQCB permit fee.*

- *This scope of work does not include the annual fee associated with the RWQCB permit and assumes that WBSD will cover all project fees.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 2.2f: BCDC Major Permit

The BCDC has regulatory jurisdiction, as defined by the McAteer Petris Act, over the San Francisco Bay and its shoreline. A permit from the BCDC is required for any filling, new construction, dredging, major remodeling, or substantial change in use within the San Francisco Bay and within 100 feet of the San Francisco Bay shoreline. BCDC issues administrative permits for construction projects within its jurisdiction that are more extensive than a minor repair or improvement. As part of the major permit process, the BCDC will hold a public hearing and the application may be reviewed by the BCDC's Design Review Board and/or the Engineering Criteria Review Board. The BCDC permit application package generally includes the following items: a completed application form; a detailed project description; calculations of the project area within and outside the BCDC's jurisdiction; calculations of impacts/fill within the BCDC's jurisdiction; a description of project impacts to BCDC jurisdictional waters and shoreline; public access information for the project site; a discussion of the approvals and certifications being obtained from other federal, state, and local agencies; the final CEQA document, Notice of Determination, and proof of the environmental filing fee; and the application fee. SWCA will complete the application, respond to one round of consolidated comments from the project team, and submit the complete draft application package to the BCDC. We have included coordination time for MIG to assist with this task.

Task 2.2f Assumptions

- *This scope of work assumes that the USACE will send notice to the BCDC requesting concurrence that the project is consistent with the coastal plan in compliance with the Coastal Zone Management Act.*
- *No meetings or field visits will occur as part of this task.*
- *This scope of work assumes that the WBSD will pay the BCDC permit fee.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

Task 2.3: Agency Meetings, Coordination, and Assistance

In our team's experience, it is essential to provide consistent outreach and coordination with the regulatory agencies once permit applications are submitted. Post-application coordination with the agencies will be necessary to negotiate permit conditions and to facilitate interagency correspondence until final permits are obtained. Outreach efforts can help streamline permitting and avoid delays by addressing questions regarding the applications and requests for additional information that the agencies may have instead of waiting for a written response to reply to (which can take an average of 30 days to obtain). SWCA permitting staff will diligently coordinate with the agencies via phone and email to keep the permitting process on track. We have estimated 45 hours to complete this task; however, if agency staff request items that will require additional hours or additional meetings, SWCA will provide notification in writing to request a contract amendment before proceeding. We have included coordination time for MIG to assist with this task.

Task 2.4: Rare Plant Surveys

This task will be performed by MIG. The potential for rare plant species to be present in the area was identified in the biological resources report for the Flow Equalization and Resource Recovery Facility project. The District is proactively conducting the surveys to inform project design and construction. This scope of work includes two site visits to survey for rare plants, and preparation of a letter report.

Task 2.5: Adaptive Management Plan

As part of the permit applications for an ecotone levee/living shoreline, it is anticipated that an Adaptive Management Plan will be required to ensure appropriate restoration of temporarily impacted areas, appropriate performance criteria (e.g., vegetation cover, invasive species, hydrology, other restoration elements) associated with the ecotone levee, and appropriate monitoring of the restored areas. As a result, SWCA will prepare an Adaptive Management Plan for the project that includes, at a minimum, the following information:

- Purpose and role of adaptive management for the project.
- Project objectives.
- Existing/baseline studies.
- Uncertainties associated with the project (e.g., sediment dynamics, water quality, effects on wildlife).
- Restoration targets.
- Monitoring parameters, methods, spatial scale, and timing.
- Triggers to identify when the system may not be performing as expected.

- Actions to take if triggers are reached.
- Roles and responsibilities.

SWCA will complete the application, respond to one round of consolidated comments from the project team, and submit the complete Adaptive Management Plan to the appropriate resource agencies.

Task 2.5 Assumptions

- *No meetings or field visits will occur as part of this task.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents and permit applications will be submitted electronically. No printed documents will be required.*

OPTIONAL TASK 1: Prepare National Environmental Policy Act Environmental Assessment

Since an Individual Permit is required for the project, the USACE would require the Applicant to prepare a draft NEPA document that would be finalized by the USACE. However, recent regulatory changes have provided for streamlining of the NEPA process to expedite regulatory review. In addition, MIG prepared a “CEQA Plus” document for the project which topically covers NEPA EA checklist items although it does not analyze the project impacts under NEPA. The USACE may determine that the CEQA Plus document in addition to the impact analysis provided in support of the permit application is sufficient to adequately address review under NEPA. SWCA, with the support of MIG, will address NEPA in one of the interagency meetings to determine the USACE’s proposed approach to addressing NEPA. SWCA will also confirm that the USACE concurs that the alternatives considered in Task 2.2.d will satisfy both NEPA requirements and CWA Section 404(b)(1) Guidelines requirements.

Should the USACE determine that additional analysis is required to satisfy NEPA, for purposes of this Optional Task scope and cost estimate, it is assumed that an EA would be the appropriate NEPA document. This is expected to include an EA prepared in accordance with CWA Section 404(b)(1) and Public Interest Review requirements, in addition to the Public Notice and response to comments on the Public Notice. The EA will include a thorough description of the proposed action, a description of the affected environment, and discussion of environmental consequences anticipated. The administrative EA will present existing conditions sufficiently to provide the context for understanding potential impacts and their importance, including only information that is relevant. The administrative EA will emphasize discussion of those resources or issues where effects are considered significant and de-emphasize those issues that are not. As appropriate, the administrative EA will also recommend possible mitigation measures. While much of the information included in the EA could be used from the project EIR, the information would need to be formatted into an EA to fulfill the requirements of NEPA. The EA will include, at a minimum, the following:

- **Chapters 1 and 2:** Chapters 1 and 2 of the EA will include the project purpose and need; project background; relationship to statutes, regulations, and other plans; list of issues and impact topics; description of the alternatives; identification of the environmentally preferred alternative; and alternatives considered but eliminated from detailed analysis.
- **Chapter 3:** Chapter 3 of the EA will describe the affected environment, including baseline conditions, that may be impacted by the proposed action and the alternatives. In consultation with the U.S. Department of Agriculture, SWCA will determine the resources that would be affected by the alternatives, define analysis area boundaries for each impact topic, and determine appropriate impact indicators.

Using the data from the affected environment section, an environmental consequences section will be included that will define and quantify the type, context, duration, and intensity of impacts for the proposed action and alternatives. Impacts can include adverse and beneficial effects, short- and long-term effects, and direct, indirect, and cumulative effects.

This chapter of the EA will also identify potential mitigation measures, if appropriate, and how implementation of these mitigation measures may lessen or change the anticipated impacts.

- **Chapters 4 through 7:** Chapters 4 through 7 of the EA will include the list of preparers, summary of consultation and coordination for the project, references, and a glossary of terms.

SWCA will submit the Draft EA to the USACE for review and comment. Following review and comment, SWCA will make the necessary revisions and prepare the EA for public review. SWCA will obtain authorization from the USACE prior to finalizing the public review EA.

Optional Task 1 Assumptions

- *A Biological Resources Report, Cultural Resources Report, and formal Jurisdictional Determination Report have been prepared for the project as part of the CEQA process. These documents will be attached to the NEPA document and this scope of work does not include revisions or updates to the Biological Resources Report, Cultural Resources Report, or formal Jurisdictional Determination Report.*
- *This scope of work assumes that the project description prepared for the project EIR will provide sufficient detail to meet the EA requirements. In addition, costs assume the analyses in the project EIR can be used to complete the EA and additional analyses and fieldwork will not be required.*
- *This scope of work does not cover new or revised analyses needed to address changes to the permanent repair project design or drawing specifications after the EA has been submitted.*

- *This scope of work assumes that the USACE will concur that the alternatives considered in Task 2.2.d will satisfy both NEPA requirements and CWA Section 404(b)(1) Guidelines requirements.*
- *This scope of work assumes that an EA will be the appropriate NEPA document.*
- *No substantive comments requiring major revisions between the Draft and Final EA are included in this scope of work.*
- *This scope of work assumes that public scoping meetings and public hearings for NEPA will not be required.*
- *This scope of work assumes that the USACE will make a decision on the permit application and explain its decision in a decision document; however, SWCA can provide these services under an amended budget to help expedite the permit process.*
- *For the purpose of this scope of work, SWCA assumes that the determination for the NEPA document will be an EA/Finding of No Significant Impact (FONSI); therefore, an Environmental Impact Statement (EIS) will not be required. An EIS can be prepared under an amended budget.*
- *This scope of work assumes the USACE will prepare the FONSI. SWCA can provide this service under an amended budget.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents will be submitted electronically. No printed documents will be required.*

OPTIONAL TASK 2 - Respond to Public Comments on the Permit Application

Should preparation of a NEPA EA as outlined in Optional Task 1 be required, it is anticipated that the USACE will provide WBSD and/or SWCA the comments received in response to the public notice within 30 days of the close of the comment period. At this time, the USACE will likely ask for additional information to assess environmental impacts or resolve public interest concerns. SWCA will complete the responses and/or coordinate with USACE and WBSD to complete the responses and submit them for USACE review. SWCA will discuss comments in one teleconference with USACE and WBSD. SWCA will also revise the EA as appropriate based on the comments and responses.

Optional Task 2 Assumptions

- *This scope of work assumes that public scoping meetings and public hearings for NEPA will not be required.*
- *This scope of work assumes that the USACE will issue the Public Notice to solicit comments from the public, adjacent property owners, interested groups and individuals, and federal, state, and local agencies. SWCA can provide this service under an amended budget.*

- *This scope of work assumes the USACE will monitor and compile the public comments on the permit application and NEPA document.*
- *Based on the limited comments received on the DEIR, this scope of work assumes that all comments received on the permit application and NEPA document will be minor and will not require modification of the project or additional analyses.*
- *No substantive comments requiring major revisions between the Draft and Final EA are included in this scope of work. This scope of work assumes that response to comments will not exceed 24 hours.*
- *Our cost assumes one round of consolidated comments on all deliverables.*
- *All documents will be submitted electronically. No printed documents will be required.*

Task 3: Design Variations

It is anticipated that our team will receive technical questions through the permitting process. This task is to establish a budget for civil, structural, and geotechnical design support through the permitting process.

Task 3 Assumptions

- *No major redesigns from the concepts presented through initial discussion with the permitting agencies and as presented in the Final EIR.*

Task 4: Grant Application Assistance

F&L has assisted the District in previous grant applications and this task establishes a budget for further assistance. F&L proposes the following:

- Preparation of Draft Application and Project Narrative for District review.
- Preparation of Draft Budget Information for District review.
- Finalize Application and either submit application or provide the District direction on how to submit application.

PROPOSED FEE SCHEDULE

All work will be on a time and materials (t&m) basis, not exceed the following limits without District authorization. Proposed hours can be seen in the attached Fee Breakdown Table.

Task 1 – Project Management and Quality Control	\$25,800
Task 2 – Permitting/CEQA	\$258,535
Task 3 – Design Variations	\$58,570
Task 4 – Grant Application Assistance	\$32,880
Total Added Budget	\$375,791

See Fee Breakdown Table for detail of our proposed fee.

Sergio, thank you again for the opportunity of submitting this proposal to you. If you have any questions, please feel free to call us.

Sincerely,
FREYER & LAURETA, INC.



Richard J. Laureta, P.E.
President

Cc: Bill Kitajima, Projects Manager

FEE PROPOSAL:

21-Jul-21

WBSD FERRF LEVEE IMPROVEMENTS DESIGN PERMITTING/AGENCY COORDINATION

<i>Estimated Staff Hours and Budget</i>		LABOR								FEE	
Freyer & Laureta, Inc.		F&L Staff				SWCA Living Shoreline Consultant	Hochbach/ Lewin Structural	BAGG Levee/Living Shoreline Geotech	Crawford Outfall Geotech		F&L Survey Crew
		Principal	Project Manager	Staff Engineer IV	Staff Engineer III						
		\$235	\$205	\$150	\$135	FEE	FEE	FEE	\$2,800		
Task 1 Project Management											
Project Management	40	80								\$25,800	
Task 2 Permitting/CEQA											
2.1 Additional CEQA Support	8	20	40		\$12,809					\$24,789	
2.2 Permitting											
2.2a Individual Permit Application	4	16	40		\$26,863					\$37,083	
2.2b Preparation of Biological Assessments	4	16	24		\$24,982					\$32,802	
2.2c Preparation of Compensatory Mitigation Plan	4	16	40		\$17,329					\$27,549	
2.2d Preparation of Alternatives Analysis	4	16	40		\$22,928					\$33,148	
2.2e Regional Water Quality Control Board	1	4	4		\$15,412					\$17,067	
2.2f BCDC Major Permit	1	4	4		\$19,583					\$21,238	
2.3 Agency Meetings, Coordination and Assistance	6	40	12		\$21,239					\$32,649	
2.4 Rare Plant Surveys	1	2	4		\$4,000					\$5,245	
2.5 Adaptive Management Plan	2	4	8		\$24,476					\$26,966	
Task 3 Design Variations	16	40	80	46		\$8,000	\$8,000	\$4,000	3	\$58,570	
Task 4 Grant Application Assistance	8	40	80	80						\$32,880	
Hours	99	298	376	126					3		
Subtotals	\$23,265	\$61,090	\$56,400	\$17,010					\$8,400		
Total Added Budget	\$157,765				\$189,620	\$8,000	\$8,000	\$4,000	\$8,406	\$375,791	
OPTIONAL TASK: Prepare National Environmental Policy Act Environmental Assessment					\$19,473					\$19,473	
OPTIONAL TASK: Respond to Public Comments on the Permit Application and Environmental Assessment					\$3,830					\$3,830	
Notes:											
1. Subconsultant fees include a 5% markup											
2. This budget is to be added to previously approved work for this project											

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

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

Subject: Consider Approving to Support the Menlo Country Club Recycled Water Facility by applying for a State Water Resources Control Board Water Recycling Grant (50:50 cost share with the State)

Background:

West Bay Sanitary District provides wastewater collection maintenance services under contract to the Town of Woodside. One of Woodside's largest entities, the Menlo Country Club (MCC) is just downstream of the Town's Collection System, but is within Town limits. MCC is a substantial water user, and desires to lessen its reliance for irrigation water on its 18-hole golf course which is currently supplied with potable water directly from the San Francisco Public Utilities Commission (SFPUC). The balance of water used by the Club for potable purposes at the Club House and ancillary facilities is provided by California Water Services, Bear Gulch Division. MCC has investigated multiple methods for developing a reliable, sustainable alternative to the SFPUC supply, and has determined that a 3-legged stool model--wastewater capture and treatment from local sewers, storm water capture, and wintertime storage of recycled water and storm water in an onsite storage tank or reservoir—merits serious consideration. MCC has been in conversations with West Bay staff about the possibility of West Bay ultimately having a role in the development and operation and maintenance of the wastewater capture and treatment system, producing recycled water for use by MCC and potentially neighboring Woodside High School. In order to move the project forward, MCC would like to apply to the State Water Resources Control Board for a Water Recycling Feasibility Study and Facilities Plan Grant (50:50 cost share, up to \$150,000.00), and has funded the preparation of that application. MCC needs a public agency partner to apply for the grant with them, and believes West Bay Sanitary District would be an excellent partner in this endeavor. MCC representatives have committed to provide the matching funds to conduct the Feasibility Study provided the State Water Resources Control Board approves the application.

We are presenting this item today to ask the Board to permit the District Manager to submit the application and proceed to assist MCC and the Town of Woodside in developing a

partnership where West Bay would consider becoming the recycled water retailer for the Woodside Road Recycled Water Project area. MCC has represented that it would bear the financial burden for the development and operation of the project and would compensate West Bay for its ongoing participation as the recycled water provider.

Analysis:

Menlo Country Club, in its quest to develop a reliable and sustainable water supply for irrigating the golf course has spent considerable time and resources in studying possible water supply solutions including the following:

- Contracting with the City of Redwood City to deliver recycled water from the Silicon Valley Clean Water Facility to MCC.
- Capturing creek flow from Redwood Creek, which runs thru the golf course, and storing excess flows for use in the summertime irrigation period.
- Partnering with SFPUC to develop a replacement water supply for golf course irrigation to free up the SFPUC Hetch Hetchy supply for other SFPUC customers.
- Partnering with Cal Water Service, the potable water provider to MCC, to develop a replacement water supply for golf course irrigation, including investigation of storing water in the Bear Gulch Reservoir, with Cal Water providing ongoing operations and maintenance of the water system.
- Partnering with West Bay Sanitary District to deliver recycled water from the Bayfront Water Recycling Plant up to the Woodside Road area.

None of these water supply solutions has been determined to be feasible and implementable. MCC believe the 3-legged stool approach described above has promise, based upon studies and evaluation conducted by its Water Committee, and would like to move the project to the next step by conducting a feasibility study and facilities plan. The initial steps taken by the MCC Water Committee, which have demonstrated this feasibility to date have included the following:

- MCC contracted with Woodard & Curran to develop a conceptual project description for a recycled water project using wastewater from the sewer adjacent to MCC, in Woodside Road, and Woodard & Curran developed a conceptual capital and operating cost estimate which indicated that the recycled water project could meet at least 1/3 of the golf course demand, and perhaps more with a seasonal storage tank or reservoir.
- MCC then convened a meeting with West Bay staff, Fair Oaks Sewer Maintenance District staff (San Mateo County), whose sewers convey the wastewater flow that the project would intercept and treat, the Town of Woodside, who would issue the Conditional Use permit and CEQA document for the recycled water project, and the other 2 legs of the 3-legged stool, and LAFCO, who would potentially approve West Bay as the Recycled Water purveyor for the project. All parties concurred that the project appears feasible based upon initial discussions.

Report to the District Board for the Regular Meeting of July 28, 2021

- MCC has received indications of support from the SFPUC Water Supply Planning staff, and believes SFPUC will welcome the replacement of at least a portion of its current Hetch Hetchy supply to the Golf Course.
- The MCC Water Committee asked Woodard & Curran to prepare a scope and budget to apply for the State Water Recycling Grant, and the MCC Board approved the agreement and the expenditure to prepare the application. Preparation of that application has begun, but cannot be completed without a public partner signing and submitting the application.

West Bay's role at this stage would be to work with MCC to provide basic information for preparation of the application, and to provide a project contact for the State Water board. West Bay has successfully applied for and completed 2 of these feasibility studies to date (Sharon Heights and Bayfront) and understands the State Board's process and the level of effort needed for coordination. MCC would provide the funding for the preparation of the application and the local share for the completion of the Study and Plan. If the project is determined to be feasible, and the plan is completed, it would position the project for potential outside grant or subsidized interest loan funding, but that would take additional work by the Project partners to realize that potential.

Management staff from the Town of Woodside, as the land use authority for the MCC property, with discretionary authority over building and use permits, have indicated that The Town would plan to be the CEQA lead agency for the project, but does not believe at this time that the Town is in the position to be the public partner to apply for the Grant or to develop the project.

Fiscal Impact:

There is no fiscal impact to the District for outside services. The costs to the District would be associated with District staff time for application review, meetings, and any legal services which would be reimbursed by MCC through a Memorandum of Agreement.

Recommendation:

The District Manager recommends the Board of Directors authorize him to submit the application to the State Water Resources Control Board, and prepare any authorizing resolutions needed to contract with the State for the Matching Grant, and work with MCC, and the Town of Woodside.

THIS PAGE LEFT INTENTIONALLY BLANK



WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Debra Fisher, Finance Manager*

Subject: *Consider Approving Extension of Financial Audit Contract
Fiscal Year 2020-21*

Background:

In June 2018, the District signed a contract with Chavan & Associates to provide financial audit services for 2018, with three optional years; 2019, 2020, and 2021. Chavan & Associates has provided financial audit services since the fiscal year ending June 30, 2011. Fiscal year ending June 30, 2021 is the final year of the current contract, under optional years. The District will perform a Request for Proposal for future audit services.

The 2018 contract included maximum fees of \$14,000 for fiscal year ending June 30, 2018 and each optional year, for the District's GAGAS (Generally Accepted Government Auditing Standards) Audit.

The contract also includes fees of \$1,000, each year, for the Annual Financial Transactions Report. This is a summary report required annually by the State of California, based on the annual financial audit. This report was completed by staff for the year ending June 30, 2020.

Fiscal Impact

Contract fees are \$14,000 for the District's financial audit for fiscal year 2020-21. Contract fees of \$1,000 for the Annual Financial Transactions Report are not required, as it can be completed by staff.

Recommendation

The Finance Manager recommends the Board approve the extension of the financial audit contract for fiscal year 2021-22.

Attachment: Chavan & Associates Agreement dated June 4, 2018



June 4, 2018

West Bay Sanitary District
500 Laurel St.
Menlo Park, CA 94025

We are pleased to confirm our understanding of the services we are to provide for the West Bay Sanitary District (the “District”) for the fiscal year ending June 30, 2018, with three option years (2019, 2020 and 2021). We will audit the basic financial statements of the District and the related notes to the financial statements for the year ended June 30, 2018. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that the management’s discussion and schedule of funding progress for postemployment benefits be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by *the Governmental Accounting Standards Board*, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management’s discussion and analysis.
2. Pension and OPEB schedules.

Supplementary Information Other than RSI

Supplementary information other than RSI will accompany the District’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Budget to actual schedules.



Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* of the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, *and state or regulatory audit requirements*. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period(s) covered by our audit and does not extend to any other periods. We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis of-matter or other-matter paragraph(s), or withdraw from the engagement.



In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Management's Responsibilities

Our audit will be conducted on the basis that management understands that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For safeguarding assets;
4. For identifying all federal awards expended during the period including federal awards and funding increments received in accordance with the Uniform Guidance generally received after December 26, 2014;
5. For the design, implementation, and maintenance of internal control over compliance;
6. For identifying and ensuring that the entity complies with laws, regulations, grants, and contracts applicable to its activities and its grant award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its grant award programs;
7. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
8. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
9. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;



10. For making the auditor aware of any significant vendor/contractor relationships where the vendor / contractor is responsible for grant compliance;
11. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to grant award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
12. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
13. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
14. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.



Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows for the fiscal year ending June 30, 2018 and each option year:

District's GAGAS Audit	\$14,000
Annual Financial Transactions Report	\$1,000

Our fee includes out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

Engagement Partner	\$250 per hour
Associate Partner	\$250 per hour
Manager	\$125 per hour
Senior Auditor	\$95 per hour
Professional Staff	\$65 per hour
Administrative	\$50 per hour

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the District will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the District, the District may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the District, and the District may rescind the cancellation if such action is in District's best interest. Notwithstanding the above provisions, the District may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the District provided those goods or services were provided in a manner acceptable to the District. Payment for those goods and services shall not be unreasonably withheld.



Jeff Ira, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

With respect to any nonattest services we perform, the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services include the preparation of the audited financial statements, note disclosures and supplemental information (as noted above). These items will be prepared from information prepared and provided by the District during our audit, such as the District's trial balance.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate management and the Board the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;



- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com or mailing it to the address below. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

C & A LLP

*Jeff Ira, CPA, Partner
Chavan & Associates, LLP
Certified Public Accountants*

RESPONSE:

This letter correctly sets forth the understanding of the West Bay Sanitary District.

Signature: *[Handwritten Signature]*
Title: *District Manager*
Date: *6-13-18*



WEST BAY SANITARY DISTRICT AGENDA ITEM 8

To: *Board of Directors*

From: *Robert Scheidt, Assistant Operations Superintendent*

Subject: *Consider Approving Purchase of a 2022 Ford F550 ½ inch Jetter*

Background

The District has an aggressive goal to clean approximately one hundred and ninety miles of public sewer main using jetter equipment. This goal assists in reducing Sanitary Sewer Overflows. Staff deferred the purchase of a new Dump Truck in FY20/21 to take into consideration a purchase of a 2022 Ford F550 ½ inch Jetter. The new Jetter will be assigned to the CCTV crew and other cleaning crews so that maintenance staff can be more efficient.

The Board approved \$165,000 in the FY21/22 Budget to purchase a 2022 Ford F550 ½ inch Jetter.

Analysis

The Houston Galveston Area Counsel and the National Auto Fleet Group allows the District to take advantage of a cooperative bid process and pricing which the District has used on numerous occasions. The District has received a price through the National Auto Fleet Group for \$131,500.22 including sales tax. The retail price for a similar unit is \$171,460.92. Using the cooperative bid process will save the District \$39,960.70.

Fiscal Impact

Fiscal impact would be \$131,500.22 plus 15% or \$19,725.03 for accessories such as lighting, radio, traffic control equipment, and other misc. tools. Funds would be used out of the Vehicle and Equipment Replacement Fund for FY21/22 and are not to exceed a total of \$151,225.25.

Recommendation

The Assistant Operations Superintendent recommends the Board approve the purchase the 2022 Ford F550 ½ inch Jetter out of the Capital Asset Expenditures Budget FY21/22.

Attachments: National Auto Fleet Group Quote dated June 30, 2021



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95078
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

6/29/2021
 6/30/2021 Re-Configured

Quote ID: 17347 R1
 Order Cut Off Date: TBA

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

Dear Bob Scheidt,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2022 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 193" WB 108" CA, Skid Mounted High Pressure Jetting by WECO) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$58,995.00	\$52,527.72	10.962 %	\$6,467.28
Skid Mounted High Pressure Jetting by WECO	\$67,289.00	\$67,829.00		
Tax (9.2500 %)		\$11,133.00		
Tire fee		\$10.50		
Total		\$131,500.22		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

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

Sincerely,

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

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



GMC

Purchase Order Instructions & Resources

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

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

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

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

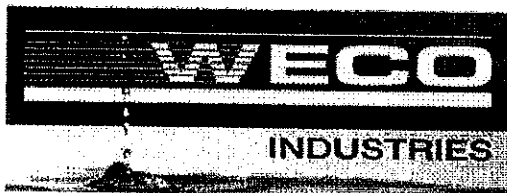
Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

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

1-855-289-6572



4971 Allison Pkwy Ste A, Vacaville, CA 95688

P: 1-800-677-6661

F: 707-446-7933

www.wecoind.com

June 29, 2021

Company:	West Bay Sanitary district	
Address, City, State, Zip:	500 Laurel Street, Menlo Park, CA 94025	
Contact, Email:	Bob Scheidt, bscheidt@westbaysanitary.org	
WECO Contact:	Joe Luckhurst	OPP #

USJ 4018-600 SKID MOUNTED HIGH PRESSURE JETTING UNIT

<u>Engine/Pump:</u>	<u>Hose Reel & Hose:</u>	<u>Accessories:</u>
Hatz 49 HP Diesel Engine Tier IV	Standard Pivot Hose Reel	10' Leader Hose
USJ 18 GPM @ 3000 PSI	1/2" x 500' Sewer Hose	1/2" RPD 3R/1J Nozzle
Triplex Plunger Run-Dry Pump	Manual Hose Guide	1/2" RPD 6R Nozzle
Tier 4 Basic Control Panel	Hydraulic Driven Hose Reel	9" Drain Jet Extension
Auto Shutdown (for High Engine Temp/Low Oil Pressure)	Skid:	3" Tiger Tail
Water Recirculation & Anti-Breeze System	<i>Choose Flat Bed Size Below - Base Unit Price Does Not Include Flat Bed Enclosed Body or Enclosed Trailer</i>	Nozzle Rack
Pulsation System	<i>Pricing Available on Request</i>	Digital Operator/Owners Manual
		1 Pair Safety Gloves 3000 PSI Straight
		7500 PSI Flat or Rotary

Water Tank: Two (2) 300 Gallon Black Water Tanks

***REQUIRES Chassis Rated at 9,500# Carrying Capacity; MIN 19,500# GVWR; Min Cab-to-Axle (CA) of 108"**

***CUSTOMER is responsible for providing a valid tag/plate on the truck.**

BASE UNIT AS OUTLINED ABOVE	1	\$54,578.00
------------------------------------	---	--------------------

FOR ALL OPTIONS NOT LISTED PLEASE CONTACT YOUR SALES REPRESENTATIVE

TRUCK OPTIONS: LIST PRICE QTY TOTAL

ENGINE / PUMP OPTIONS:

OPTION	LIST PRICE	QTY	TOTAL
JMS ELITE WIRELESS REMOTE CONTROL SYSTEM	\$4,115	0	\$0.00
UPGRADE TO HATZ 74 HP DIESEL ENGINE TIER IV (RECOMMENDED FOR ALTITUDES ABOVE 5000 FT)	\$4,377	0	\$0.00

HOSE REEL / HOSE OPTIONS:

1/2" x 500' Hose, US JETTING OR PARKER **MUST CHOOSE ONE**			
OPTION	LIST PRICE	QTY	TOTAL
UPGRADE TO 1/2" X 800' USJ HOSE	\$825	1	\$825.00
UPGRADE TO LARGE CAPACITY HOSE REEL	\$795	1	\$795.00
POWER PULLOUT OPTION FOR USJ HOSE REEL	\$1,556	0	\$0.00
DUAL HOSE REEL (SECOND REEL WITH 1/2" X 500' CAPACITY) INCLUDES 1/2" X 500' USJ HOSE, TWO ADDITIONAL NOZZLES AND NOZZLE RACK	\$4,995	0	\$0.00
FOOTAGE COUNTER MANUAL OPTION (J-428-2020-ASSY)	\$630	1	\$630.00

TANK & FILL OPTIONS:

OPTION	LIST PRICE	QTY	TOTAL
UPGRADE TO TWO (2) 375 GALLON WATER TANK	\$605	0	\$0.00
2 1/2" x 25' FILL HOSE FOR FILL SYSTEM (2J-284-2 1/2)	\$181	1	\$181.00

FILL HOSE STORAGE RACK (2J-284-HOLDER-2.5)	\$195	0	\$0.00
--	-------	---	--------

TOOL STORAGE OPTIONS:

REAR BASKET (J-019-004)	\$563	0	\$0.00
42" ALUMINUM UNDERBODY TOOLBOX	\$1,295	0	\$0.00
42" ALUMINUM TOOLBOX (J-019-42-2014)	\$1,047	0	\$0.00
72" ALUMINUM TOOLBOX (J-019R-72-2014)	\$1,295	2	\$2,590.00

LIGHTING OPTIONS:

LED FLOOD LIGHT - RECHARGEABLE (J-155-111)	\$220	0	\$0.00
LED ARROW BOARD (J-423-ASSY)	\$1,310	0	\$0.00

PAINT OPTIONS:

SPECIAL PAINT COLOR (EXCEPT METALLIC PAINT)	\$2,495	0	\$0.00
SPECIAL PAINT COLOR - FRAME ONLY	\$895	0	\$0.00

MANUAL & TRAINING OPTIONS:

ADDITIONAL PAPER OPERATOR'S MANUAL STANDARD	\$60	0	\$0.00
ONSITE FACTORY TRAINING (ADDITIONAL DAY)	\$295	0	\$0.00

NOZZLE & ACCESSORY OPTIONS:

ADDITIONAL SAFETY GLOVES (PER PAIR) (2J-10-GLOVE)	\$100	0	\$0.00
1/2" FLEXIBLE SUPER SPIN WARTHOG NOZZLE (2J-349-40)	\$1,261	0	\$0.00
1/4" x 100' MINI JET KIT (HOSE & NOZZLE ONLY) (2J-173-ASSY)	\$195	0	\$0.00
1/4" X 100' MINI JET REEL W/ HOSE & NOZZLE (2J-150-01-ASSY)	\$795	0	\$0.00
3/16" x 75' MICRO MINI JET KIT (HOSE & NOZZLE ONLY) (2J-175)	\$195	0	\$0.00
3/16" X 75' MICRO JET REEL W/ HOSE & NOZZLE (2J-150-01-MICRO-ASSY)	\$795	0	\$0.00
LOCKING BASE ASSY FOR MINI / MICRO REEL (2J-150-02-ASSY)	\$230	0	\$0.00
INLET GARDEN HOSE REEL W/ 5/8" X 100' GARDEN HOSE (2J-328-ASSY)	\$595	0	\$0.00
WASHDOWN SYSTEM W/ GUN & 25' OF HOSE (2J-283-ASSY & 2J-161-25)	\$360	0	\$0.00
	\$0	0	\$0.00
14' STEEL FLATBED WITH ICC BUMPER AND RUNNING LIGHTS	\$4,500	1	\$4,500.00
PRE-DELIVERY INSPECTION FROM FORD DEALERSHIP	\$550	1	\$550.00
CERTIFIED WEIGHT SLIP	\$0	1	\$0.00
DELIVERY TO CUSTOMER	\$0	1	\$0.00

SPECIAL INSTRUCTIONS:

PRICE OF SELECTED OPTIONS:	\$10,051.00
NET PRICE OF UNIT WITH OPTIONS:	\$64,629.00
NO SALES TAX RESALE: 0.00%	\$0.00
ALL UNITS SHIP FROM GA - ESTIMATED FREIGHT:	\$3,200.00
ESTIMATED TOTAL:	\$67,829.00

Total Due: \$67,829.00

Deposit: _____ Date Rec'v: _____

Balance Due:

\$67,829.00

Estimated Shipping Date After ARO - 8 - 12 Weeks

Acceptance of Quotation & Order Placement

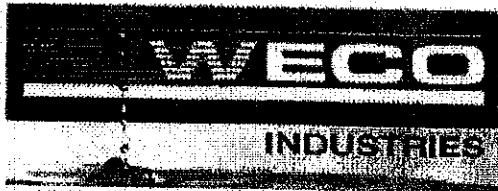
SIGNATURE _____

DATE _____

2.5% Processing fee for any unit purchases made in full via credit card.

Terms & Conditions

US Jetting reserves the right to modify or rescind this quotation if is not accepted within 45 days from the above date. Freight, if not included in this document is the responsibility of the purchaser, FOB Alpharetta, GA. US Jetting is responsible for collecting sales tax for certain states. Duties, fees, State, Local, & Federal taxes, if any are the sole responsibility of the purchaser if overlooked & not collected by US Jetting. Deposits subject to return if leasing and financing arrangements cannot be obtained after all good faith efforts have been made within 30 days. Deposits will be returned upon receipt of written requests without cause within 10 days from the date of acceptance of this agreement. US Jetting employees will not act as an agent in arranging leasing or financing products. All products are subject to a 20% restocking fee plus all freight charges once US Jetting products have been shipped. Manufacturer's Statement of Origin (required for obtaining a title) will not be provided until payment in full has been received and cleared financial institutions. All US Jetting goods are subject to the terms and conditions of the US Jetting warranty. Warranty issues pertaining to trucks, enclosed trailers and truck bodies manufactured by others are to be resolved directly by the customer & specific manufacturer. After 10 days, deposits on enclosed or truck mounted units or skid units will not be returned.



4971 Allison Pkwy Ste A, Vacaville, CA 95688

P: 1-800-677-6661

F: 707-446-7933

www.wecoind.com

June 29, 2021

Company:	West Bay Sanitary district
Address, City, State, Zip:	500 Laurel Street, Menlo Park, CA 94025
Contact, Email:	Bob Scheldt, bscheldt@westbaysanitary.org
WEICO Contact:	Joe Luckhurst
	OPP #

USJ 4018-600 SKID MOUNTED HIGH PRESSURE JETTING UNIT

Boxed Unit	Hose Reel & Hose	Attachments
74 HP Hatz Diesel Engine Tier IV 2400 RPM @ 4000 PSI	Standard Pivotal Hose Reel 1/2" X 500' Service Hose	10' Latch Hose 1/2" X 12' Hose 1/2" X 12' Hose
Truck Mount (4000 PSI)	Manual Hose Guide	1/2" X 12' Hose
1/2" X 400' Hose	High Pressure Hose Reel	1/2" X 12' Hose
Auto Shutdown for Diesel Engine	1/2" X 400' Hose	1/2" X 12' Hose
Temp. for Oil Pressure	1/2" X 400' Hose	1/2" X 12' Hose
Wheel Suspension & Axle Size	1/2" X 400' Hose	1/2" X 12' Hose
Warranty	1/2" X 400' Hose	1/2" X 12' Hose
Water Tank: Two (2) 375 Gallon Skid Water Tanks	1/2" X 400' Hose	1/2" X 12' Hose

***REQUIRES Chassis Rated at 9,500# Carrying Capacity; MIN 19,500# GVWR; Min Cab-to-Axle (CA) of 108"**

***CUSTOMER is responsible for providing a valid tag/plate on the truck.**

BASE UNIT AS OUTLINED ABOVE	\$54,578.00
FOR ALL OPTIONS NOT LISTED PLEASE CONTACT YOUR SALES REPRESENTATIVE	

TRUCK OPTIONS:

	LIST PRICE	QTY	TOTAL
--	------------	-----	-------

ENGINE / PUMP OPTIONS:

JMS ELITE WIRELESS REMOTE CONTROL SYSTEM	\$4,115		\$0.00
UPGRADE TO HATZ 74 HP DIESEL ENGINE TIER IV (RECOMMENDED FOR ALTITUDES ABOVE 5000 FT)	\$4,377		\$0.00

HOSE REEL / HOSE OPTIONS:

	LIST PRICE	QTY	TOTAL
1/2" X 500' HOSE - US JETTING OR PARKER - MUST CHOOSE ONE!			
UPGRADE TO 1/2" X 500' US HOSE	\$825		\$825.00
UPGRADE TO LARGE CAPACITY HOSE REEL	\$795		\$795.00
POWER PULLOUT OPTION FOR USJ HOSE REEL	\$1,556		\$0.00
DUAL HOSE REEL (SECOND REEL WITH 1/2" X 500' CAPACITY) INCLUDES 1/2" X 500' USJ HOSE, TWO ADDITIONAL NOZZLES AND NOZZLE RACK	\$4,995		\$0.00
FOOTAGE COUNTER, MANUAL OPTION (1129-AD20-ASSY)	\$580		\$580.00

TANK & FILL OPTIONS:

UPGRADE TO TWO (2) 375 GALLON WATER TANK	\$605		\$0.00
2 1/2" X 25' FILL HOSE FOR FILL SYSTEM (21284-2 1/2)	\$151		\$151.00

FILL HOSE STORAGE RACK (2J-284-HOLDER-2.5)	\$195		\$0.00
--	-------	--	--------

TOOL STORAGE OPTIONS:

REAR BASKET (J-019-004)	\$563		\$0.00
42" ALUMINUM UNDERBODY TOOLBOX	\$1,295		\$0.00
42" ALUMINUM TOOLBOX (J-019-42-2014)	\$1,047		\$0.00
72" ALUMINUM TOOLBOX (J-0196-72-2014)	\$1,295		\$2,590.00

LIGHTING OPTIONS:

LED FLOOD LIGHT - RECHARGEABLE (J-155-111)	\$220		\$0.00
LED ARROW BOARD (J-423-ASSY)	\$1,310		\$0.00

PAINT OPTIONS:

SPECIAL PAINT COLOR (EXCEPT METALLIC PAINT)	\$2,495		\$0.00
SPECIAL PAINT COLOR - FRAME ONLY	\$895		\$0.00

MANUAL & TRAINING OPTIONS:

ADDITIONAL PAPER OPERATOR'S MANUAL STANDARD	\$60		\$0.00
ONSITE FACTORY TRAINING (ADDITIONAL DAY)	\$295		\$0.00

NOZZLE & ACCESSORY OPTIONS:

ADDITIONAL SAFETY GLOVES (PER PAIR) (2J-10-GLOVE)	\$100		\$0.00
1/2" FLEXIBLE SUPER SPIN WARTHOG NOZZLE (2J-349-40)	\$1,261		\$0.00
1/4" x 100' MINI JET KIT (HOSE & NOZZLE ONLY) (2J-173-ASSY)	\$195		\$0.00
1/4" X 100' MINI JET REEL W/ HOSE & NOZZLE (2J-150-01-ASSY)	\$795		\$0.00
3/16" x 75' MICRO MINI JET KIT (HOSE & NOZZLE ONLY) (2J-175)	\$195		\$0.00
3/16" X 75' MICRO JET REEL W/ HOSE & NOZZLE (2J-150-01-MICRO-ASSY)	\$795		\$0.00
LOCKING BASE ASSY FOR MINI / MICRO REEL (2J-150-02-ASSY)	\$230		\$0.00
INLET GARDEN HOSE REEL W/ 5/8" X 100' GARDEN HOSE (2J-328-ASSY)	\$595		\$0.00
WASHDOWN SYSTEM W/ GUN & 25' OF HOSE (2J-283-ASSY & 2J-161-25)	\$360		\$0.00
	\$0		\$0.00
14" STEEL FLATBED WITH 100 BUMPER AND RUNNING LIGHTS	\$4,500		\$4,500.00
PRE DELIVERY INSPECTION FROM FORD DEALERSHIP	\$550		\$550.00
CERTIFIED WEIGHT SLIP	\$0		\$0.00
DELIVERY TO CUSTOMER	\$0		\$0.00

SPECIAL INSTRUCTIONS:

PRICE OF SELECTED OPTIONS:	\$10,051.00
NET PRICE OF UNIT WITH OPTIONS:	\$64,629.00
NO SALES TAX RESALE:	\$0.00
ALL UNITS SHIP FROM GA - ESTIMATED FREIGHT:	\$3,200.00
ESTIMATED TOTAL:	\$67,829.00

Total Due: \$67,829.00

Deposit: _____ Date Rec'v: _____

Balance Due:

\$67,829.00

Estimated Shipping Date After ARO - 8 - 12 Weeks

Acceptance of Quotation & Order Placement

SIGNATURE _____

DATE _____

2.5% Processing fee for any unit purchases made in full via credit card.

Terms & Conditions

US Jetting reserves the right to modify or rescind this quotation if it is not accepted within 45 days from the above date. Freight, if not included in this document is the responsibility of the purchaser, FOB Alpharetta, GA. US Jetting is responsible for collecting sales tax for certain states. Duties, fees, State, Local, & Federal taxes, if any are the sole responsibility of the purchaser if overlooked & not collected by US Jetting. Deposits subject to return if leasing and financing arrangements cannot be obtained after all good faith efforts have been made within 30 days. Deposits will be returned upon receipt of written requests without cause within 10 days from the date of acceptance of this agreement. US Jetting employees will not act as an agent in arranging leasing or financing products. All products are subject to a 20% restocking fee plus all freight charges once US Jetting products have been shipped. Manufacturer's Statement of Origin (required for obtaining a title) will not be provided until payment in full has been received and cleared financial institutions. All US Jetting goods are subject to the terms and conditions of the US Jetting warranty. Warranty issues pertaining to trucks, enclosed trailers and truck bodies manufactured by others are to be resolved directly by the customer & specific manufacturer. After 10 days, deposits on enclosed or truck mounted units or skid units will not be returned.

Vehicle Configuration Options

ENGINE	
Code	Description
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGK	TIRES: 225/70RX19.5G BSW TRACTION (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual

	telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes
531	TRAILER TOW PACKAGE, -inc: aftermarket trailer brake wiring kit, Trailer brake controller not included, Note: Salespersons source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR
67X	EXTRA HEAVY-SERVICE SUSPENSION PACKAGE, -inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights
153	FRONT LICENSE PLATE BRACKET
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2022 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 4WD Reg Cab 193" WB 108" CA

WINDOW STICKER

2022 Ford Super Duty F-550 DRW XL 4WD Reg Cab 193" WB 108" CA		
CODE	MODEL	MSRP
F5H	2022 Ford Super Duty F-550 DRW XL 4WD Reg Cab 193" WB 108" CA	\$44,860.00
OPTIONS		
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking, 240 Amp Alternator, 4.10 Axle Ratio, Dual 78-AH 750 CCA Batteries	\$9,325.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGK	TIRES: 225/70RX19.5G BSW TRACTION (TGK), -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	\$215.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Remote Keyless Entry, Folding Trailer Tow Mirrors w/Power Heated Glass, manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals, Power Front Side Windows, 1-touch up/down driver/passenger window	\$915.00
62R	TRANSMISSION POWER TAKE-OFF PROVISION, -inc: mobile and stationary PTO modes	\$0.00
531	TRAILER TOW PACKAGE, -inc: aftermarket trailer brake wiring kit, Trailer brake controller not included, Note: Salespersons source book or Ford RV trailer towing guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability	\$45.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
67X	EXTRA HEAVY-SERVICE SUSPENSION PACKAGE, -inc: pre-selected extra heavy-service front springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR), Note 1: May result in a deterioration of ride quality, Note 2: Vehicle ride height will increase w/the addition of this package	\$125.00
63A	UTILITY LIGHTING SYSTEM, -inc: LED side-mirror spotlights	\$160.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$57,300.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$58,995.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

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

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10800# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding

Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
2 LCD Monitors In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 4G Mobile Hotspot Internet Access
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start

Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters



WEST BAY SANITARY DISTRICT AGENDA ITEM 9

To: *Board of Directors*

From: *Sergio Ramirez, District Manager*

Subject: *July 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 cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

Report to the District Board for the Regular Meeting of July 28, 2021

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

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

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

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

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

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

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

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

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

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

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

August 12 update: When an employee has been in contact with a known or possible COVID 19 positive patient or been in contact with someone who has been in contact with a confirmed COVID 19 positive patient they will 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.

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

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

June 9, 2021 update: Staff is following the County and State updates closely as restrictions ease up.

June 23, 2021 update: The District has made no changes to our existing COVID-19 policy but it is currently under review for updates and we are following Cal/OSHA and County of San Mateo requirements.

July 14, 2021 update: Staff is working with legal counsel and Du-All Safety to update the Covid 19 Response Plan. Training will take place in July on the updated plan.

July 28, 2021 update: There is no update since the July 14, 2021 Board meeting.

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.

THIS PAGE LEFT INTENTIONALLY BLANK



WEST BAY SANITARY DISTRICT AGENDA ITEM 10

To: Board of Directors

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

Subject: Consider Approving Engineering Services Proposal for a Pump Station Design Project at Avy Ave. & Altschul Ave. in Menlo Park

Background:

At the Regular Board Meeting on May 26, 2021 the District Manager reported on the need to conduct a flow study at Avy Ave & Altschul Ave in Menlo Park to study if there is enough flow in the area to construct a second pick point for the West Bay/ Sharon Heights Recycled Water Facility. It was also reported that Sharon Heights Golf and Country Club (SHGCC) offered to pay for the flow study prior to proceeding with the design of a pump station. The Board of Directors agreed by consensus to conduct the initial flow study which would be paid by SHGCC.

We are presenting this Freyer and Laureta proposal to move forward with the design phase for a pump station at Avy Ave & Altschul Ave. The project would add additional flow to the Phil Scott Pump Station at Sandhill Road and Oak Ave. The added flow would benefit the West Bay/Sharon Heights Recycled Water Facility and provide additional recycled water to meet demand.

Analysis:

The Long Term Agreement "LTA" between West Bay Sanitary District and Sharon Heights Golf & Country Club states that the District will deliver 400,000 gallons of recycled water per day in peak months as needed (if wastewater flows are available). With the COVID-19 mandatory stay at home orders, most businesses in the Sand Hill Road area have not been occupied and wastewater flows to the Phil Scott Pump Station have reduced. Current recycled water production is approximately 300,000 - 350,000 gallons per day. Although not required by the LTA, as COVID-19 orders persist, additional flow is needed at the Phil Scott Pump Station to meet the 400,000 gallons per day target flow.

A two week flow study at Avy Ave & Altschul Ave has been completed. The flow study was funded by SHGCC for \$12,500.00. Data indicates that approximately 98,000 gallons of wastewater per day is available to be redirected to the Phil Scott Pump Station by way of the previously installed four inch force main on Sharon Road. The construction of a pump station at Avy Ave & Altschul Ave would be necessary for said flows to be redirected.

The scope of work is listed in following three tasks:

Task I: Project Management and Coordination

Task II - Preliminary Engineering and Study

Task III – Pump Station Design

See attached proposal for the full scope of work.

Fiscal Impact:

The fiscal impact to the District would be the remainder of the F&L proposal amount (\$91,000. minus the flow study of \$12,500. for a total of \$78,500). The costs associated to District staff time for plan reviews, meetings, and legal services will be recovered by the District at the end of the year through the Operation and Maintenance true up process.

Recommendation:

The District Manager and Water Quality Manager, recommend the District Board award the pump station design proposal to Freyer and Laureta to the amount of \$78,500, which will be reimbursed by Sharon Heights Golf & Country Club.

Attachments:

Attachment A – F&L Proposal dated May 3, 2021



May 3, 2021

Mr. Jed Beyer
Water Quality Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park. CA. 94025

**Re: ENGINEERING SERVICES PROPOSAL
AVY/ALTSCHUL PUMP STATION DESIGN PROJECT**

Dear Mr. Beyer:

Thank you for your proposal request to provide engineering services for the design of the Avy/Altschul Pump Station in Unincorporated San Mateo County. For this project, F&L will be contracting with Zeiger Engineers for electrical engineering and V&A Consulting Engineers for flow monitoring. We are pleased to present the following Scope of Professional Services and Fee Schedule.

SCOPE OF PROFESSIONAL SERVICES

We propose to break the project into three tasks: Task I- Project Management and Coordination, Task II- Preliminary Engineering and Study, and Task III – Pump Station Design.

Task I: Project Management and Coordination

- Freyer & Laureta (F&L) will attend meetings to coordinate this project. 4 meetings are budgeted.
- F&L will provide QA/QC and monitor schedule and budget.

Task II - Preliminary Engineering and Study

During this phase of the project, we will assist the District in determining the best alternative for placement of this new pump station, offering the following services:

- Perform a field survey of the pump station site and gravity sewer mains just upstream of the pump station, collecting information around the anticipated pump station location. Vertical control will be based a NAVD88.
- Perform preliminary pump/storage calculations.
- Perform a study to determine feasible pump station placement, and gravity pipe and force main alignment/connection alternatives.

- Meet with PG&E to determine the fee and method to provide 3-phase power to the pump station.
- Attend meetings with District staff to discuss and determine the best pump station alternative.
- Monitor Flow for a two-week period at manholes H-14-117 and H-14-175.

Task III – Pump Station Design

Once an alternative is selected, we will provide the following services:

- Prepare project contract documents including specifications and contract drawings.
- Coordinate with PG&E the installation of a 3 phase service for the new pump station.
- Assist District in coordination of the design with utility and city agencies.
- Contract drawings will be in AutoCad format at a scale appropriate to show the necessary information (most probably 10-scale or 20-scale). Drawings to show the appropriate construction details and notes.
- Prepare Engineer’s schedule of probable construction costs.
- Three sets of check prints and three copies of the contract specification will be provided for each review.
- Following approval, one set of reproducible drawings and one set of specifications will be provided to the District for printing for the bidding and construction phases.
- Electronic files of the drawings and specifications will be provided to the District.

Proposed Fee Schedule

All work will be on a time and materials basis, not exceed the following limits without District authorization:

Task I – Project Management and Coordination	\$5,500
Task II - Preliminary Engineering and Study	\$37,600
Task III – Pump Station Design	<u>\$47,900</u>
	\$91,000

Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.

- Geotechnical Investigation is not included in this proposal.
- Potholing is not included in this proposal.
- Traffic control plans are not included but can be prepared for additional fee.
- Bidding and construction support is excluded.
- Design of emergency generator for pump station is excluded.

Sincerely,

FREYER & LAURETA, INC.

A handwritten signature in black ink, appearing to read "Richard J. Laureta". The signature is written in a cursive, flowing style.

Richard J. Laureta, P.E.
President

**ESTIMATED BUDGET FOR ENGINEERING DESIGN SERVICES
AVY/ALTSCHUL PUMP STATION
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)	EXPENSES AND ADMINISTRATION				ESTIMATED COST	
	Personnel & Rates (\$/hr)						UNIT	QNTY	UNIT COST (\$)	5% MARKUP (\$)	TOTAL COST PER ITEM (\$)	SUB TOTALS (\$)
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer II	F&L Project Manager	F&L Principal							
	85	350	135	205	235							
Task I: Project Management and Coordination												
Meetings				4	4	\$1,760					\$1,760	
Monitor budget and project schedule					2	\$470					\$470	
QA/QC				8	4	\$2,580					\$2,580	
Monthly progress and cost summary report, invoices	2				2	\$640					\$640	
Subtotal Labor Hours - Task I	2			12	12	\$5,450					Estimated Cost - Task I	\$5,500
Task II: Site Investigation, Data Collection, Record Research												
Review existing records, drawings, limits of project, field reconnaissance			8	4	2	\$2,370					\$2,370	
Utility Coordination			16	2		\$2,570	Electrical	1	\$2,000	\$100	\$4,670	
Perform field investigation and survey of project area		20	4	2	2	\$8,420					\$8,420	
Develop Pump Station Alternatives			24	4	8	\$5,940					\$5,940	
Flow Monitoring			4	2	1	\$1,185	V&A	1	\$11,000	\$550	\$12,735	
Develop design Base Map including utilities, right of way, easements			16	4	2	\$3,450					\$3,450	
Subtotal Labor Hours - Task II		20	72	18	15	\$23,935					Estimated Cost - Task II	\$37,600
Task III: Design Submittal (60% Design Submittal)												
Pump Station Design (Civil/Mechanical)			160	24	8	\$28,400					\$28,400	
Pump Station Design (Electrical)			16	8	4	\$4,740	Electrical	1	\$8,000		\$12,740	
Prepare List of Technical Specifications and Opinion of Probable Cost			24	8	8	\$6,760					\$6,760	
Subtotal Labor Hours - Task III			200	40	20	\$39,900					Estimated Cost - Task III	\$47,900
Total Labor Hours	2	20	272	70	47	\$69,285					Total Estimated Cost	\$91,000



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.

THIS PAGE LEFT INTENTIONALLY BLANK



**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.

THIS PAGE LEFT INTENTIONALLY BLANK



**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.

THIS PAGE LEFT INTENTIONALLY BLANK



**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 July 28, 2021