

1902 - Serving Our Community for over 120 Years - 2023
WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, SEPTEMBER 13, 2023 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

Board Members

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

General Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

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

<https://us06web.zoom.us/j/86829015509?pwd=cIVkNUovRTNJUVZxbEVtdXFTTHNVQT09>

Meeting ID: 868 2901 5509 Passcode: 220467

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

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

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

- A. Approval of Minutes for Regular Meeting August 23, 2023 Pg. 3A-1
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru August 31, 2023 Pg. 3B-1
- C. WBSD Operations and Maintenance Report – August 2023 Pg. 3C-1
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – August 2023 Pg. 3D-1
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – August 2023 Pg. 3E-1
- F. Review the Revised Staff Report and HF&H Cost Analysis of the Approved Resolution Authorizing South Bayside Waste Management Authority To Acquire Real Property Located At 1245 San Carlos Avenue, Unit E, San Carlos, CA Pg. 3F-1

4. Connection Fee and Reimbursement Agreement Appeal, 1061 Los Trancos Road, Portola Valley, CA Pg. 4-1
5. General Manager's Report Pg. 5-1
6. Discussion and Direction on the 2023 Master Plan Study Pg. 6-1
7. 2024 Solid Waste and Recycling Collection Rate Study Workshop, Discussion, and Direction Pg. 7-1
8. Discussion and Direction on City of East Palo Alto Request for Proposal for Sanitary Sewer Operation and Maintenance Pg. 8-1
9. Discussion and Direction on the West Bay and Sharon Heights Recycled Water Facility Pg. 9-1
10. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 10-1
11. Report and Discussion on South Bayside Waste Management Authority (SBWMA) including Solid Waste Franchise Re-Assignment Pg. 11-1
12. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 12-1
13. Closed Session
 - A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code § 54956.9(d)(1))
Name of Case: 1740 Oak. Ave., LP v. West Bay Sanitary District, et al., - SMCSC Case No. 18CIV02813
14. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
15. 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 - 2023

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, AUGUST 23, 2023 AT 7:00 P.M.**

1. Call to Order

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

Roll Call

BOARD MEMBERS PRESENT: President Dehn, Secretary Walker,
Director Moritz, Director Otte (arrived 7:10pm)

BOARD MEMBERS ABSENT: Treasurer Thiele-Sardiña

STAFF MEMBERS PRESENT: Ramirez, and Victoria Thompson by Zoom

Others Present: Rich Laretta – F&L; Pete Anderson with Anderson Pacific by Zoom

2. Communications from the Public: None.

3. Consent Calendar

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Discussion/Comments: None.

- A. Approval of Minutes for Regular Meeting August 9, 2023
- B. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1629 for the Construction of Wastewater Facilities for 141 Durazno Way, Portola Valley, California
- C. Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1606 for the Construction of Wastewater Facilities for 30 Holden Court, Portola Valley, California
- D. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1606 for the Construction of Wastewater Facilities for 30 Holden Court, Portola Valley, California
- E. Consider Resolution Authorizing the President and Secretary to Enter into Agreement Creating Covenants Running With the Land for 229 Grove Drive, Portola Valley
- F. Consider Resolution Accepting Deed of Easement Pursuant to Class 3 Sewer Permit No. 1623 for the Construction of Wastewater Facilities for 229 Grove Drive, Portola Valley, California
- G. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit No. 1623 for the Construction of Wastewater Facilities for 229 Grove Drive, Portola Valley, California
- H. Consider Accepting Sewer Facilities Constructed Pursuant to Class 3 Sewer Permit for the Construction of Wastewater Facilities for 214 Grove Drive, Portola Valley, California

Motion to Approve by: Moritz 2nd by: Walker Vote: AYE: 3 NAY: 0 Abstain: 0

4. General Manager's Report

Discussion/Comments: General Manager Ramirez reported staff is working on City of East Palo Alto O&M request for proposals. He also reported the annual audit will begin next week. General Manager Ramirez reported a Master Plan meeting will be held on August 31st. General Manager Ramirez continued to report the District will sponsor and ride in the Tour de Menlo event and participate in the City of Menlo Park Public Works open house, both will be held on September 16th. He also reported staff recently received a demo on an electric powered excavator. General Manager Ramirez further reported the next regular Board meetings will be held September 13th and 27th. The complete General Manager's written report is in the August 23, 2023 agenda packet.

5. Consider Awarding the Flow Equalization and Resource Recovery Facility Improvements Project to Anderson Pacific Engineering Construction, Inc.

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

Discussion/Comments: General Manager Ramirez reported there were three bidders: Anderson Pacific \$15,095,950.00, Anvil Builders \$15,644,448.60 and Pacific States Environmental Contractors \$19,283,256.00. He also reported \$10M in the FY 2023-24 budget for the project and staff is requesting an additional \$6.7M for construction cost plus a 10% contingency for a total of \$16.7M. He reported a portion of the construction cost will be reimbursed to the District through the National Fish and Wildlife Foundation grant.

6. Consider Adopting Resolution Recognizing the Achievement of a Six Year Safety Record Without a Lost Time Accident by West Bay Sanitary District Employees

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

Discussion/Comments: General Manager Ramirez reported staff has gone over 374,000 hours without a lost time accident. This is a new District safety record equaling 6 years without a lost time accident. President Dehn and the Board recognized the achievement and congratulated staff on the accomplishment.

7. Report and Discussion on Sharon Heights Recycled Water Plant

Discussion/Comments: General Manager Ramirez reported the Avy Altschul pump station contractor is finishing up the wet well piping and they are expecting the TESCO panel in October. He also reported the SHGCC pond is now full after the recent reconstruction.

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

Discussion/Comments: General Manager Ramirez reported SCWA habitat monitoring is complete. He also reported the Recycled Water Committee will meet to discuss the recycled water facility RFQ.

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

Discussion/Comments: President Dehn reported the acquisition of property for SBWMA will come back before the Board for consideration at the next meeting due to an error in the report. General Manager Ramirez reported he has sent an email listing the benefits of re-assigning the franchise to the San Mateo County for their consideration. He also reported LAFCo Director is working on scheduling a meeting between the District and County to discuss the possible re-assignment. General Manager Ramirez also reported if a meeting cannot be arranged, he let LAFCo know it is the District Board's desire to pursue re-assignment through the County Board of Supervisors. Director Moritz directed the General Manager to review the Town of Atherton's rates, services, and include them into the overall consideration.

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

Discussion/Comments: None.

11. Closed Session

Entered closed session at 8:02 p.m. Left closed session at 8:24 p.m.

A. Conference with Legal Counsel – Anticipated Litigation (Gov't Code Section 54956.9(d)(2)), significant exposure to litigation.

Reportable action: None.

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

Discussion/Comments: None.

13. Adjournment Time: The meeting was adjourned at 8:24 PM

Secretary

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WEST BAY SANITARY DISTRICT
Financial Activity Report
August 2023

Date: *September 13, 2023*

To: *Board of Directors*

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

Subject: *Approve Monthly Financial Activity Report*

Financial Activity for the month of August 2023.

Receipt Summary:

Commercial Deposits	74,217.67
Deposits in Transit/(Prior Period)	0.00
Returned Checks	0.00
Credit Cards	8,421.74
Franchise Fees	9,277.20
San Mateo County [Tax Roll]	0.00
Other Receipts	116,791.75
Transfers	3,000,000.00
Total Receipts	<u>3,208,708.36</u>

Withdrawal Summary

Total Checks	1,414,327.49
Total Corp Cards	10,377.59
Total Bank Wires/ACHs	1,124,107.51
External Withdrawals	2,548,812.59
Total Internal Bank Transfers	-
Total Withdrawals	<u>2,548,812.59</u>

Fund Expenditure Summary by Budget Category

Fund	Expenditure Summary by Budget Category	
100	Operations	937,045.03
200	Capital	761,900.94
300	Solid Waste	0.00
500	Recycled Water	253,850.62
800	Silicon Valley Clean Water	596,016.00
Expenditures by Fund		<u>2,548,812.59</u>

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

President _____

Secretary _____

**West Bay Sanitary District
Receipts
August 2023**

RECEIPT NUMBER	RECEIPT DATE	DESCRIPTION	AMOUNT
463122	8/1/2023	Town Of Woodside: Quarterly Sewer Maintenance: April-June 2023	14,565.64
463123	8/1/2023	Pacific States Environmental Contractors, Inc.: Levee Project, Plan Set# 21	60.00
463124	8/1/2023	I Plumbing, Inc.: 600 Cotton St, MP, Permit	490.00
463125	7/21/2023	Recorded in July	
463126	7/21/2023	Recorded in July	
463127	8/2/2023	Palafox Consturction Inc.: 590 La Mesa Dr, PV, Permit	490.00
463128	8/2/2023	Quintana Construction: 150 Corte Madera Road, PV, Permit	6,085.20
463129	8/2/2023	EJ Plumbing: 661 Windsor Dr, MP, Permit	490.00
463130	8/3/2023	WBSD: Transfer LAIF to BofW Checking	2,000,000.00
463131	8/3/2023	Bayshore Plumbers: 279 Camino Al Lago, Ath, Permit	490.00
463132	8/7/2023	Sean Amiri: 1221 Cotton St, MP, Permit	5,224.40
463133	8/7/2023	JPM Construction, Inc.: 1435 Laurel St, MP, Permit	490.00
463134	8/8/2023	Void	0.00
463135	8/8/2023	SHGCC: O&M 8/2023, SRF Loan #5, Reim Avy PS & Solar Projects, Invoice	116,791.75
463136	8/9/2023	1866 Valparaiso Llc: 1866 Valparaiso Ave, MP, Permit	220.00
463137	8/10/2023	Elie Bitton: 623 Woodland Ave, MP, Permit	490.00
463138	8/10/2023	Roto Rooter: 3607 Alameda De Las Pulgas/2089 Avy Ave, MP, Permit	690.00
463139	8/11/2023	Amritansh And Lisa Raghav: 229 Grove Dr., PV, Other	8,854.00
463140	8/11/2023	Design Draw Build: 715 Laurel Ave, MP, Permit	220.00
463141	8/14/2023	McMills Construction: 380 Cotton St, MP, Permit	490.00
463142	8/14/2023	Distinct Builders: Permit: 209 Mckendry Dr., MP, Permit	490.00
463143	8/14/2023	Charlene Cheng: 269 Willow Rd, MP, Permit	490.00
463144	8/14/2023	Bayshore Plumbers: 35 Willow Rd, MP, Permit	490.00
463145	8/15/2023	Pro Roto, Inc.: 210 Oak Grove Ave, MP, Permit	720.00
463146	8/15/2023	Recology: SW Franchise Fee 7/2023	9,277.20
463147	8/17/2023	Omid Shakeri: Permit: 1262 Middle, Permit	5,224.40
463148	8/17/2023	Jonathan Eng: 350 Grove Dr., PV, Annex Fees	3,710.00
463149	8/18/2023	Wizard Plumbing: 908 Harmon Dr, MP, Permit	490.00
463150	8/21/2023	Atherton Builders Inc.: 1585 Bay Laurel, MP, Permit	220.00
463151	8/21/2023	Town Of LAH: Maintenance Services Agreement, Invoice	30,004.03
463152	8/23/2023	Yui-Tak Lee: 341 Terminal Ave, MP, Permit	220.00
463153	8/24/2023	WBSD: Transfer LAIF to BofW Checking	1,000,000.00
463154	8/24/2023	Bay Area Custom Homes, Inc.: 173 Hawthorne Dr, ATH, Discharge Permit	631.74
463155	8/28/2023	Landa Const. Co.: 933 Millie Ave, MP, Permit	490.00
463156	8/28/2023	Peter Suen: 1398 Sherman Ave, MP, Permit	110.00
Total Receipts			<u>\$3,208,708.36</u>

**West Bay Sanitary District
Financial Activity Report
Withdrawals
August 2023**

Check	Date	Payee	Purpose	Amount
70707	8/2/2023	Alpha Analytical Laboratories	Void	(1,305.00)
70759	8/2/2023	A-A Lock & Alarm	Padlocks 7/2023	392.44
70760	8/2/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 7/2023	720.00
70761	8/2/2023	Readyrefresh By Nestle	Water Delivery 6/11/23-7/10/23	213.99
70762	8/2/2023	Bayside Equipment Company	Generator Service & Repair 7/2023	320.00
70763	8/2/2023	California Water Service	Water Service - June-July 2023	143.92
70764	8/2/2023	CalPERS Longterm Care Program	LTC Withholding 7/16/23-7/31/23	67.27
70765	8/2/2023	Cintas	Uniform Service 7/2023	1,994.45
70766	8/2/2023	Comcast	Internet - Laurel St 6/20/23-7/19/23	345.08
70767	8/2/2023	Dolphin Graphics	West Bay Decals 7/2023	60.11
70768	8/2/2023	FedEx	Overnight Shipping - June-July 2023	165.88
70769	8/2/2023	Navia Benefit Solutions	Commuter & FSA Fees 7/2023	206.00
70770	8/2/2023	Helix Laboratories	Commander Odor Control 7/2023	2,764.03
70771	8/2/2023	Gabriel Hernandez	SHRWF Gardening Service 7/2023	300.00
70772	8/2/2023	Mallory Co.	Calibration Gas & Battery AED Lithium 7/2023	3,687.55
70773	8/2/2023	Quadient Leasing USA	Postage Meter Lease 8/2023-11/2023	268.37
70774	8/2/2023	R.A. Nosek Investigations	New Hire Background Check - J.Hernandez 7/31/23	310.00
70775	8/2/2023	Omega Industrial Supply	Sewer Aide Chemicals 6/2023	2,835.70
70776	8/2/2023	Peninsula Truck Repair	District Vehicle Repair 7/2023	1,433.28
70777	8/2/2023	Principal Life Insurance	Dental, Vision, Life, AD&D, Disability Ins 8/2023	7,271.71
70778	8/2/2023	Redwood General Tire Co	Tire Purchase (6) 8/2023	1,966.41
70779	8/2/2023	Todd Reese	Todd Reese Petty Cash 7/2022-6/2023	62.52
70780	8/2/2023	Sensera Systems	Construction Camera FERRF 6/2023	4,147.00
70781	8/2/2023	Teamsters Local No. 350	Union Dues 8/2023	1,008.00
70782	8/2/2023	Underground Service Alert	Underground Service Alert Billable Tickets 2023 Membership & Fees	14,084.29
70783	8/2/2023	Void - Check Overflow		0.00
70784	8/2/2023	Pacific Gas & Electric	Electric Service - June-July 2023	19,135.96
70785	8/2/2023	Void - Check Overflow		0.00
70786	8/2/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility 6/2023	1,305.00
70787	8/2/2023	CSRMA C/O Alliant Insurance	WC Deposit FY 2023-24 & WC Retro Adj FY1993-94 - 2020-21 & Property Coverage FY 2023-24	146,223.47
70788	8/10/2023	AAA Rentals	Equipment Rental 7/2023	550.00
70789	8/10/2023	Action Towing	Towing 7/2023	337.00
70790	8/10/2023	Matheson Tri-Gas	Tank Rentals 7/2023	79.09
70791	8/10/2023	Battery Junction Wholesale	Battery Junction Energizer Alkaline Battery 7/2023	837.82
70792	8/10/2023	Bayside Equipment Company	Generator Service & Repair 6/2023	3,951.04
70793	8/10/2023	CSRMA C/O Alliant Insurance	WBSD Liability Claim #3034593 7/7/22	21,348.39
70794	8/10/2023	California Water Service	Water Service - Seminary PS 6/23/23-7/25/23	31.64
70795	8/10/2023	Cintas	Uniform Service 8/2/23	1,018.41
70796	8/10/2023	Cleanserv Universal Services	Janitorial Service 8/2023	1,075.00
70797	8/10/2023	Core & Main	Couplers & Supplies 6/2023	4,723.50
70798	8/10/2023	CPS HR Consulting	HR Consulting Services 5/28/23-6/30/23	98.75
70799	8/10/2023	Navia Benefit Solutions	FSA Contributions PR 8/11/23	1,092.69
70800	8/10/2023	Grainger	Pump Station Parts & Material, PPE, Misc Parts/Supplies 7/2023	4,321.96
70801	8/10/2023	Hach Company	HACH Contract - Flo Dar Maintenance & Reporting 6/2023	419.04
70802	8/10/2023	Norcal Materials, Inc.	Sack Sand Slurry Mix 6/2023	1,220.15
70803	8/10/2023	Home Depot Credit Services	Pump Station Parts/Material & Misc Supplies 7/2023	1,648.04
70804	8/10/2023	Ieda	Consulting Fees 8/2023	814.00
70805	8/10/2023	Kone Pasadena	Elevator Maintenance 8/2023	319.60
70806	8/10/2023	Mallory Co.	PPE Supplies 6/2023	497.46
70807	8/10/2023	City Of Menlo Park - Water Svc	Water Service - Hamilton Ave 6/16/23-7/21/23	55.83
70808	8/10/2023	City Of Menlo Park - Fuel	District Vehicles Fuel 7/2023	6,923.51
70809	8/10/2023	Napa Auto Parts	Vehicle Parts 8/2023	400.63
70810	8/10/2023	Pacific Gas & Electric	Electric Service - June-July 2023	6,055.24
70811	8/10/2023	Recology Peninsula Services	Recology Waste 2 Yard Bin - SHGCC 7/2023	249.39
70812	8/10/2023	Rich Voss Trucking	Rock Delivery - 1700 Marsh Rd 7/2023	1,245.00
70813	8/10/2023	County Of San Mateo	LSSA Recording Fee: 7 Cheryl Pl, MP	20.00
70814	8/10/2023	San Mateo County Health	SMC Environmental Health Permits (3) 9/2023	1,505.00
70815	8/10/2023	Seekzen Systems	IT Consulting Service 7/2023	475.00
70816	8/10/2023	Sharp Business Systems	Copiers Monthly Lease 8/2023	1,206.28
70817	8/10/2023	TPX Communications	District VoIP & Fiber Service 7/2023	3,270.79
70818	8/10/2023	Teletrac Navman US	Vehicle GPS June-July2023	543.92
70819	8/10/2023	Total Equipment Of Fremont	Bobcat Repairs & Service 7/2023	335.85
70820	8/10/2023	Towne Ford	Vehicle Repair 8/2023	243.48
70821	8/10/2023	Valley Power Systems North	Unit 220 Replacement Starter 5/2023	566.92
70822	8/10/2023	Vision Communications Co.	Radio Air Time 8/2023	764.15

**West Bay Sanitary District
Financial Activity Report
Withdrawals
August 2023**

70823	8/17/2023	Airgas Usa, LLC	Tank Rentals 7/2023	59.38
70824	8/17/2023	Veolia Water North America	Water Service 7/2/23-8/1/23	64.55
70825	8/17/2023	Readyrefresh By Nestle	Water Delivery 7/2023	129.30
70826	8/17/2023	BAGG Engineers	Geotechnical Testing - Alberni Street 2/2023	1,230.00
70827	8/17/2023	Victor Garcia	Boots Victor Garcia	246.04
70828	8/17/2023	Bay Alarm	Alarm Monitoring - 1700 Marsh Rd 09/01-11/30/2023	858.63
70829	8/17/2023	Bay Area Air Quality Mgmt Dist	Annual Permit Renewals 8/2023	537.00
70830	8/17/2023	Brilliant Homes, Inc.	EV Charger Installation (2) 8/2023	8,050.00
70831	8/17/2023	California Water Service	Water Service - July-August 2023	1,622.05
70832	8/17/2023	CalPERS Longterm Care Program	LTC Withholding 8/1/23-8/15/23	67.27
70833	8/17/2023	Center For Hearing Health	Yearly Audiograms 8/2023	680.00
70834	8/17/2023	Cintas	Uniform Service 8/9/23	977.61
70835	8/17/2023	Du-All Safety, LLC	DuAll Safety Maintenance Contract 7/2023	3,420.00
70836	8/17/2023	Freyer & Laureta	Staff Augmentation 2/2023 & Bayfront SS Permitting 6/2023	30,670.00
70837	8/17/2023	Freyer & Laureta	Levee Design 6/2023	60,266.80
70838	8/17/2023	Kimball Midwest	Tools 6/2023	779.38
70839	8/17/2023	Hillyard/San Francisco	Admin Towel Supplies 7/2023	944.89
70840	8/17/2023	City Of Menlo Park - Water Svc	Water Service - June-July 2023	86.88
70841	8/17/2023	Municipal Maintenance Equip.	Vehicle Equipment & Supplies 7/2023	7,348.86
70842	8/17/2023	P&F Distributors	6 x 4 HDPE Tee for New Connections 6/2023	245.36
70843	8/17/2023	D&J Gardening	Landscaping 8/2023	400.00
70844	8/17/2023	Project Ergonomics	Office Ergo Chair & Keyboard Tray Y.Lei	800.41
70845	8/17/2023	Precision Engineering	North Bay Rd/Ravenswood/Alberni CIP 6/2023	668,781.64
70846	8/17/2023	Preferred Alliance	DOT Testing Admin Fees 7/2023	329.76
70847	8/17/2023	Redwood General Tire Co	Tire Purchase (4) 8/2023	1,208.97
70848	8/17/2023	Samuel M. Rose	Review and Comment: Air Monitoring SOP	270.00
70849	8/17/2023	Siemens Industry, Inc.	Woodside Town Center Pump Station Flow Meter 7/2023	1,989.53
70850	8/17/2023	Towne Ford	Vehicle Repair 8/2023	219.12
70851	8/17/2023	Uline	Pallet Racks Maintenance Yard & Cable Locks 7/2023	1,416.93
70852	8/17/2023	V & A Consulting Engineers	Master Plan: V&A Flow Monitoring Study 6/2023	17,817.00
70853	8/17/2023	V.W. Housen & Associates	Master Plan Update May-June 2023	64,736.00
70854	8/17/2023	Valley Heating & Cooling	HVAC Maintenance 4/2023	294.00
70855	8/17/2023	Verizon Wireless	Internet 7/2/23-8/1/23	65.47
70856	8/17/2023	Weco Industries	Sewer Cleaning Equipment Repairs 7/2023	1,136.50
70857	8/17/2023	Void - Check Overflow		0.00
70858	8/17/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RW Facility July 2023	1,080.00
70859	8/17/2023	CWEA	CWEA Membership & Test Fees 8/2023	1,537.00
70860	8/23/2023	AT&T	Telemetry & Alarms 7/13/23-8/12/23	1,204.56
70861	8/23/2023	Alpha Analytical Laboratories	Daily Coliform Samples SHRWF & BFRWF	290.00
70862	8/23/2023	ReadyRefresh By Nestle	Water Delivery 7/11/23-8/10/23	244.18
70863	8/23/2023	Bay Area Paving Co.	Paving Around Manhole Cover 7/2023	997.00
70864	8/23/2023	CWEA	CWEA Membership & Cert Renewals 8/2023	570.00
70865	8/23/2023	California Water Service	Water Service - July-Aug 2023	99.09
70866	8/23/2023	Cintas	Uniform Service 8/16/23	1,081.17
70867	8/23/2023	Comcast	Internet - Aug-Sept 2023	621.25
70868	8/23/2023	Du-All Safety, LLC	Standard Operating Procedures Development 7/2023	1,125.00
70869	8/23/2023	Navia Benefit Solutions	FSA Contributions PR 8/25/23	1,092.69
70870	8/23/2023	Freyer & Laureta	F&L Staff Augmentation 6/2023, CIP Point Repair Phase 2 Design 6/2023, Avy Altschul P/S Constr	79,092.50
70871	8/23/2023	Mallory Co.	AED Pads 7/2023	62.97
70872	8/23/2023	Medco Supply Company	First Aid Supplies 6/2023	1,141.29
70873	8/23/2023	City Of Menlo Park - Water Svc	Water Service - Laurel St 7/7/23-8/4/23	662.38
70874	8/23/2023	Carrie Nevoli - Petty Cash	S.Ramirez Petty Cash FY 2022-23	108.32
70875	8/23/2023	Occupational Health Centers	Health Screenings 8/2023	164.00
70876	8/23/2023	Pacific Gas & Electric	Electric Service - July-Aug 2023	1,147.31
70877	8/23/2023	Staples Credit Plan	Staples - Office Supplies 7/25/2023	37.43
70878	8/23/2023	MiscoWater	Chemical Feed Pump Replacement - SHRWF 6/2023	1,965.11
70879	8/23/2023	Vision Communications Co.	Radio Repair 6/2023 Balance Due	40.02
70880	8/23/2023	Weco Industries	Sewer Cleaning Equipment 6/29/23	2,095.89
70881	8/23/2023	Woodard & Curran	Bayfront Bridging contract Initial Engineering Services	100,292.24
70882	8/31/2023	Alpha Analytical Laboratories	Daily Coliform Samples - SHGCC RWF & BFRWF Trunk Lines Sampling 8/2023	920.00
70883	8/31/2023	California Water Service	Water Service - July-Aug 2023	60.93
70884	8/31/2023	Calpers Longterm Care Program	LTC Withholding 8/16/23-8/31/23	67.27
70885	8/31/2023	Core & Main	Clay Shear Rings (6), CPLG Shear Ring (26), Torque Wrench 8/2023	3,708.45
70886	8/31/2023	Grainger	Cordless Cutoff Tool, 1/2HP Motor, Couplings/ Extension Lances, PS Label Printer & Tape/Tool Tot	1,797.27
70887	8/31/2023	Gabriel Hernandez	SHRWF Gardening Service 8/2023	300.00
70888	8/31/2023	Mallory Co.	Pediatric AED Pads 7/2023	124.83
70889	8/31/2023	Mccrometer Inc.	Flo-Dar Maintenance Contract 7/2023	12,993.75
70890	8/31/2023	Napa Auto Parts	Vehicle Parts 8/2023	92.49
70891	8/31/2023	Omega Industrial Supply	Sewer Aide Chemicals 8/2023	2,133.00
70892	8/31/2023	Pacific Gas & Electric	Electric Service - July-Aug 2023	22,971.43
70893	8/31/2023	Red Wing Shoe Store	Safety Boots - 7/2023	483.47
70894	8/31/2023	Redwood General Tire Co	Tire Repair 8/2023	45.49

**West Bay Sanitary District
Financial Activity Report
Withdrawals
August 2023**

70895	8/31/2023	Stevens Creek Quarry	Base Rock 7/2023	2,037.89
70896	8/31/2023	Streamline	Annual Website Subscription Fee 5/2023-5/2024	6,600.00
70897	8/31/2023	Leaf Capital Funding	Fujitsu Scanner Monthly Lease 8/2023	462.99
70898	8/31/2023	Weco Industries	CCTV Repair 7/2023	290.00
70899	8/31/2023	West Yost & Associates	Grant Funding Service BFRWF 7/8/23-8/4/23	6,365.50
Checks				1,414,327.49

Corporate Cards:

GL	Date	Account Name	Description	Amount
54061	8/18/2023	Gas & Diesel Vehicles	Chevron: Gas Unit 223 in San Luis Obispo 7/14/23	109.00
54063	8/18/2023	Diesel Pump Stations Fuel	EV Charging	28.83
54091	8/18/2023	Stationary and Office Supplies	Office Supplies & San Mateo County Records	1,177.33
54101	8/18/2023	Ops Supplies & Materials	Storage Bins, Safety Labels, Mounting Brackets, RWC Parade 7/2023	220.60
54103	8/18/2023	Vehicle & Equipment Supplies	WeatherTech: Vehicle Expense 7/14/23 F150 Lightning	854.16
54104	8/18/2023	Cleaners, Paint, & Chemicals	South Bay Driveline: Yard Recycle 7/05/23	54.00
54157	8/18/2023	Building Repairs & Maint.	SP Ghost Controls: Admin Auto Gate Controls 7/13/23	483.07
54158	8/18/2023	Computer Software R & M	Subscriptions: Duo, Zoom	79.49
54159	8/18/2023	Computer Hardware R & M	Replacment & New Computer Hardware	3,210.77
54173	8/18/2023	Dept Training & EE Development	Delicious Donuts: Crew Training Meeting 7/10/23	55.00
54174	8/18/2023	Mgmt Conf. & District Meetings	Safety Trainings and Meetings 7/2023	1,278.82
54175	8/18/2023	CWEA Conf/Section Mtgs	CWEA Collections Summer Meeting - Lodging 7/2023	933.51
54176	8/18/2023	Business Meetings	GM Meetings	323.05
54191	8/18/2023	Internet	Back up Battery, SHRWF Internet	449.96
54207	8/18/2023	Vallombrosa Center	Vallombrosa: Lodging - Standby (2)	1,120.00
US Bank - CalCards - Credit Cards				10,377.59

Bank Transfers:

Date	Payee	Purpose	Amount
8/2/2023	Paytrace	Credit Card Processing Fees	1,056.58
8/3/2023	SVCW	SVCW Monthly Operating Contribution	596,016.00
8/4/2023	ADP	ADP Fees	290.00
8/7/2023	CalPERS	Retirement Contributions PR 7/14	28,114.76
8/10/2023	ADP	Payroll Taxes - Board	605.71
8/10/2023	ADP	Director Fees July 2023	3,354.87
8/10/2023	ADP	Payroll Taxes - 8/11/23	40,549.06
8/10/2023	ADP	Employee Payroll - Check Date: 08/11/2023	131,413.39
8/10/2023	CalPERS	Retirement Contributions PR 7/28	28,224.89
8/11/2023	MissionSquare	Deferred Compensation	10,895.63
8/11/2023	CalPERS	Health Premiums	66,938.85
8/18/2023	ADP	ADP Fees	325.00
8/21/2023	Bank of the West	Bank Fees	205.79
8/24/2023	ADP	Payroll Taxes - 8/25/23	42,341.92
8/24/2023	ADP	Employee Payroll - Check Date: 08/25/2023	135,408.15
8/25/2023	MissionSquare	Deferred Compensation	10,154.99
8/25/2023	CalPERS	Retirement Contributions PR 8/11	28,211.92
Bank Wires & ACHs			1,124,107.51

Date	Payee	Purpose	Amount
Internal Bank Transfers			0.00

Summaries:

Withdrawal Summary

Total Checks	1,414,327.49
Total Corp Card	10,377.59
Total Bank Wires / ACHs	1,124,107.51
Total Internal Bank Transfers	0.00
Total Withdrawals	2,548,812.59

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 08/31/2023

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals August 2023
AAA Rentals	965.64	550.00
A-A Lock & Alarm	419.73	392.44
Action Towing	337.00	337.00
ADP Fees	1,215.00	615.00
Airgas Usa, LLC	112.18	59.38
Alpha Analytical Laboratories	8,275.00	3,010.00
AT&T	2,355.50	1,204.56
BAGG Engineers	1,230.00	1,230.00
Bank of the West	421.77	205.79
Battery Junction Wholesale	837.82	837.82
Bay Alarm	1,761.33	858.63
Bay Area Air Quality Mgmt Dist	17,995.00	537.00
Bay Area Paving Co.	997.00	997.00
Bayside Equipment Company	9,990.58	4,271.04
Brilliant Homes, Inc.	8,050.00	8,050.00
CPS HR Consulting	1,395.00	98.75
California Water Service	4,016.55	1,957.63
CalPERS - Retirement	109,507.44	84,551.57
CalPERS - Health Premiums	129,689.63	66,938.85
CalPERS Longterm Care Program	269.08	201.81
Center For Hearing Health	680.00	680.00
Cintas	8,302.38	5,071.64
City Of Menlo Park - Fuel	14,187.93	6,923.51
City Of Menlo Park - Water Svc	1,638.62	805.09
Cleanserv Universal Services	2,150.00	1,075.00
Comcast	1,589.28	966.33
Core & Main	8,431.95	8,431.95
CSRMA c/o Alliant Insurance	183,131.86	167,571.86
CWEA	3,135.00	2,107.00
D&J Gardening	800.00	400.00
Dolphin Graphics	2,031.00	60.11
Du-All Safety, LLC	7,425.00	4,545.00
FedEx	165.88	165.88
Freyer & Laureta	441,714.79	170,029.30
Victor Garcia	246.04	246.04
Grainger	7,430.57	6,119.23
Hach Company	17,005.79	419.04
Helix Laboratories	2,764.03	2,764.03
Gabriel Hernandez	900.00	600.00
Hillyard/San Francisco	944.89	944.89
Home Depot Credit Services	3,569.78	1,648.04
IEDA	1,628.00	814.00
Kimball Midwest	779.38	779.38
Kone Pasadena	639.20	319.60
Leaf Capital Funding	925.98	462.99
Mallory Co.	8,259.96	4,372.81
Matheson Tri-Gas	155.77	79.09
Mccrometer Inc.	12,993.75	12,993.75
Medco Supply Company	1,141.29	1,141.29
MiscoWater	1,965.11	1,965.11
MissionSquare	42,280.15	21,050.62
Municipal Maintenance Equip.	7,348.86	7,348.86

West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 08/31/2023

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals August 2023
Napa Auto Parts	518.22	493.12
Navia Benefit Solutions	4,776.76	2,391.38
Carrie Nevoli - Petty Cash	108.32	108.32
NorCal Materials, Inc.	1,250.84	1,220.15
Occupational Health Centers	164.00	164.00
Omega Industrial Supply	4,968.70	4,968.70
P&F Distributers	245.36	245.36
Pacific Gas & Electric	70,667.48	49,309.94
Paytrace	1,814.25	1,056.58
Peninsula Truck Repair	1,433.28	1,433.28
Precision Engineering	668,781.64	668,781.64
Preferred Alliance	596.52	329.76
Principal Life Insurance	14,292.97	7,271.71
Project Ergonomics	800.41	800.41
Quadient Leasing USA	268.37	268.37
R.A. Nosek Investigations	310.00	310.00
Readyrefresh By Nestle	866.58	587.47
Recology Peninsula Services	498.78	249.39
Red Wing Shoe Store	1,233.47	483.47
Redwood General Tire Co	4,625.55	3,220.87
Todd Reese	62.52	62.52
Rich Voss Trucking	1,245.00	1,245.00
Samuel M. Rose	270.00	270.00
SVCW - Monthly Operating Contribution	1,192,032.00	596,016.00
County of San Mateo	184.00	20.00
San Mateo County Health	1,505.00	1,505.00
Seekzen Systems	1,425.00	475.00
Sensera Systems	6,295.00	4,147.00
Sharp Business Systems	2,412.56	1,206.28
Siemens Industry, Inc.	1,989.53	1,989.53
Staples Credit Plan	1,354.53	37.43
Stevens Creek Quarry	2,037.89	2,037.89
Streamline	6,600.00	6,600.00
TPX Communications	6,427.50	3,270.79
Teamsters Local No. 350	2,016.00	1,008.00
Teletrac Navman US	543.92	543.92
Total Equipment Of Fremont	335.85	335.85
Towne Ford	607.20	462.60
Uline	1,416.93	1,416.93
Underground Service Alert	14,084.29	14,084.29
US Bank - CalCards - Credit Cards	17,603.59	10,377.59
V & A Consulting Engineers	17,817.00	17,817.00
V.W. Housen & Associates	64,736.00	64,736.00
Valley Heating & Cooling	294.00	294.00
Valley Power Systems North	566.92	566.92
Veolia Water North America	129.10	64.55
Verizon Wireless	1,723.63	65.47
Vision Communications Co.	1,568.32	804.17
Weco Industries	8,458.07	3,522.39
West Yost & Associates	15,673.50	6,365.50
Woodard & Curran	198,534.00	100,292.24
Total Vendor Withdrawals	7,320,363.13	2,195,139.49

**West Bay Sanitary District
Expenditures By Vendor
7/01/2023 to 08/31/2023**

Withdrawals	Total by Vendor YTD FY 2023-24	Withdrawals August 2023
<u>Wages & Payroll Taxes</u>		
Salaries/Wages - Net Pay	535,128.26	266,821.54
Directors Fees - Net Pay	6,431.24	3,354.87
Payroll Taxes	168,080.31	83,496.69
Total Payroll	709,639.81	353,673.10
Total External Withdrawals	8,030,002.94	2,548,812.59
<u>WBSD Transfers:</u>		
WBSD LAIF Account	-	-
WBSD Investment Accounts	-	-
Public Agency Retirement Services (PARS)	-	-
Other Transfers	5,000.00	-
Total Transfers	5,000.00	-
Total Withdrawals	8,035,002.94	2,548,812.59



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

To: Board of Directors
From: Bob Hulsmann, Operations Superintendent
Subject: WBSD Operations and Maintenance Report – August 2023

Month	Basin PM Pipe Cleaning	High Freq. PM Pipe Cleaning	Un-Sche. Pipe Cleaning	WBSD CCTV Insp.	Pipe Patch Repairs	Open Trench Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls- Unit 208			
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Qty.	Cat. 1	Cat. 2&3s	Call Outs	Sch PM	Unsch. PM	USA's
January	7.2	4.5	1.1	3.1	6	7	78	0	0	0	103	0	0	393
February	7.2	5.3	1.4	3.7	2	10	60	0	0	1	75	12	0	324
March	15.7	0.2	0.6	4.7	7	7	67	0	0	0	71	16	0	320
April	12.1	4.4	0.4	2.7	5	9	64	0	0	1	74	4	0	305
May	10.0	7.9	0.6	3.7	5	8	75	0	0	0	64	13	0	293
June	16.1	0.1	0.3	1.7	0	12	69	0	0	0	56	9	0	350
July	9.8	5.4	0.4	5.5	12	12	64	0	0	0	44	15	0	315
August	13.4	5.4	1.2	5.1	5	6	75	0	0	0	55	4	0	351
Yr to date	91.5	33.2	6.0	30.2	42.0	71.0	552.0	0.0	0.0	2.0	542.0	73.0	0.0	2651.0

*** = Including TOW**
****= Including LAH and TOW**

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – August 2023

Town of Los Altos Hills O & M Report 22/23									
	Basin PM Pipe Clean-ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Cat. 1	Cat. 2&3s	Call Outs
January-23	0.8	1.3	0.1	0.9	5	0	1	0	0
February	1.8	0.3	0.3	0.8	4	0	0	0	0
March	0.8	0.9	0.0	1.1	4	3	1	0	0
April	0.0	1.6	0.1	1.0	4	0	0	0	0
May	0.0	1.8	0.2	1.4	5	0	1	0	0
June	0.7	0.5	0.0	1.0	4	0	0	0	0
July	0.0	1.3	0.0	0.1	4	0	0	0	0
*August 22	1.0	0.8	0.0	0.5	4	0	0	0	0
Sept.	1.6	1.3	0.1	0.9	4	0	0	0	0
Oct.	0.9	1.4	0.4	1.1	4	0	0	0	0
Nov.	0.4	1.3	0.0	1.1	4	0	0	1	1
Dec	0.3	1.4	0.0	0.5	4	0	0	0	0
** Yr to date	8.3	13.9	1.2	10.4	50	3	3	1	1
FY22/23Goals	10.6	14.4	n/a	8.1	52	n/a	n/a	n/a	n/a

* = August- Start of Contract

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – August 2023

Dates Between 9/1/2022 and 8/31/2023

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	0.0	8	0.0	0.0	0.0
April	0.00	0.0	0.0	1.1	0.0	8	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	0.0	8	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
September	0.19	0.3	0.0	0.0	0.0	8	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	0.0	8	0.0	0.0	0.0
December	4.42	0.0	0.0	0.0	0.0	8	1	0.0	0.0
Totals	4.61	0.8	0.0	1.1	0.0	96	1	0.0	0.0

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

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Review the Revised Staff Report and HF&H Cost Analysis of the Approved Resolution Authorizing South Bayside Waste Management Authority To Acquire Real Property Located At 1245 San Carlos Avenue, Unit E, San Carlos, CA

Background

SBWMA is a joint powers authority formed pursuant to California Government Code Section 6500 et seq. to provide solid waste and recycling services to its 11 Member Agencies (i.e., County of San Mateo, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, City of San Mateo, Redwood City, San Carlos, and West Bay Sanitary District). SBWMA's administrative office has been located in the San Carlos Library for over 16 years. Under the terms of the current lease, SBWMA occupies 2,429 square feet at a monthly rent of \$5,618 or \$2.31/sf. The current lease term ends on June 30, 2024, and the City of San Carlos has indicated that the term will not be extended because the space is needed to accommodate San Carlos staff.

Upon receiving this notice from San Carlos, SBWMA Executive Director La Mariana began working with a commercial real estate broker to find affordable office space that would accommodate the current staff and agency/public guests, provide proper space for SBWMA Board and Technical Advisory Committee (TAC) meetings, provide easy access to parking for Board and TAC members, be located near public transit to accommodate staff members wishing to utilize this mode of transportation, and be in close proximity to the Shoreway facility in San Carlos.

Dozens of rental properties were researched. This research demonstrated that current market lease rates for properties comparable to the San Carlos library space are currently being leased at \$4.50-\$6.50 per square foot per month. This means that monthly rent for a comparable space would be \$10,931-\$15,789. A number of rental properties were toured and found to be unacceptable due to location; inadequate access to public transit; inadequate or lack of parking; unfavorable lease/purchase rates; lack of building amenities; poor functionality of available workspace; inadequate building/workspace finishes (ADA access/compliance/lack of elevator); distance from the Shoreway Environmental Center facility; deferred maintenance on critical base building systems (i.e., HVAC, electric, plumbing, mechanical, lighting); and non-code compliance with Title 24 and ADA requirements.

In addition to his search of the commercial office rental market, the Executive Director also contacted staff at all Member Agencies to inquire whether they might have suitable available space for long-term leasing within the given mandatory relocation time frame. No sites were identified.

The Executive Director also identified one property currently for sale in the Wheeler Plaza development, located at 1245 San Carlos Avenue, Suite E, in San Carlos (the "Property"). This is the last remaining commercial space for sale in the Wheeler Plaza development (Attachment 2).

The Property is a Commercial Condominium located directly across the street from the SAMTRANS Building's main entrance. It is currently zoned MU-DC (Mixed Use-Downtown Core). Zoning clearance for use of the space by SBWMA was issued by the City of San Carlos on May 18, 2023. (See Attachment 3)

The unit is approximately 2,841 square feet in size and is currently an empty shell which would provide adequate space for all SBWMA administrative functions and could be improved to include a large conference room to accommodate Board and TAC meetings along with some community environmental education sessions. The Property has two dedicated parking spaces (below ground) and easy access to the attached 252-space public parking at the adjacent Wheeler Plaza parking garage (no charge), the adjacent 30-space Laurel Street parking lot (600 block), and adjacent neighborhood surface streets. The Property is listed for sale at \$1,988,000.

The SBWMA Board met in closed session at its April, May and June 2023 regular meetings to discuss whether to direct staff to pursue further rental options or to offer to purchase the Property. At the conclusion of its June 2023 discussion, the Board authorized the Executive Director to make an offer to purchase the Property. The seller has agreed to a sale of the Property pursuant to the following summary of terms:

Purchase Price: \$1,700,000

Due diligence period: up to 60 days from agreement (this is the period in which SBWMA conducts its due diligence, architectural studies, finance options, etc., and in which SBWMA can back out of the sale and get its deposit refunded)

Agency contingency: obtain no less than 2/3 of member agency approvals within 105 days.

Loan to value: up to 75%

Deposit: \$50,000

Close of Escrow: no later than 11/15/2023

Analysis

This item has been placed on the agenda for review and approval because, as noted in the offer's contingencies, a purchase of real property by SBWMA must be approved by 2/3 of the Member Agencies pursuant to The Second Amended and Restated Joint Powers Agreement Article 7, Powers.

Having considered the option to rent other available office properties or to purchase the Property, the SBWMA Board recommends to the Member Agencies that the purchase of the Property be approved for two reasons. First, the Property meets all the identified criteria regarding location and space. Second, as demonstrated by the Cost Analysis of Offer to Purchase Versus Lease prepared by Rick Simonson, Senior VP of HF&H Consulting, acquisition of the Property will result in a ~~2539%~~ cost saving (or \$1,416,098~~\$2,166,098~~) when comparing a total purchase and tenant improvement budget of \$2.5 million to a long term lease based on current office market lease rates (Attachment 4).

Conclusion

The SBWMA Board recommends that the Council/Board approve the purchase of the Property for use as administrative offices for SBWMA. Upon receiving approval of 2/3 of the Member Agencies and satisfaction of all other contingencies, the SBWMA Board will, in open session, authorize closing of escrow and purchase the Property.

Recommendation

Staff recommends that the Board review the revised Staff Report and HF&H Cost Analysis of the approved Resolution authorizing South Bayside Waste Management Authority's (SBWMA) purchase of 1245 San Carlos Avenue, Suite E, San Carlos, California, to be utilized as the administrative offices for SBWMA.

Attachments:

1. Revised Cost Analysis of Offer to Purchase Versus Lease prepared by Rick Simonson/ HF&H Consulting
2. Property Brochure

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Walnut Creek, California 94596
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www.hfh-consultants.com

Robert D. Hilton, Emeritus
John W. Farnkopf, PE
Laith B. Ezzet, CMC
Richard J. Simonson
Marva M. Sheehan, CPA
Robert C. Hilton

MEMORANDUM

To: Joe La Mariana, Executive Director – South Bayside Waste Management Authority
From: Rick Simonson, Senior Vice President – HF&H Consultant
Date: August 15, 2023 (revises June 7, 2023 memo)
Subject: Cost Analysis of Office Purchase versus Lease

Background

The South Bayside Waste Management Authority's (SBWMA's) administrative office is currently located in the City of San Carlos Library. The office has been located in this space for over 16 years. Under the terms of the current lease, SBWMA occupies 2,429 square feet at a monthly rent of \$5,618 or \$2.31/sf. The current lease term ends on June 30, 2024 and the City has indicated that the term will not be extended because the space is needed to accommodate San Carlos staff and will no longer be available to the SBWMA.

Since receiving this notice, Executive Director La Mariana has been working with a commercial real estate broker to identify potential alternative spaces. The goal has been to identify an affordable space that will accommodate the current staff and agency/public guests, provide proper space for Board and TAC meetings, have easy access to parking for Board and Technical Advisory Committee (TAC) members, be located near public transit, and be in close/immediate proximity to the Shoreway Facility. With these factors in mind, the Executive Director La Mariana has researched and toured many local properties that are currently available for rent and one property that is currently for sale.

Executive Director La Mariana has toured a property, currently for sale, at 1245 San Carlos Avenue, Suite E, in San Carlos. In addition, working with a commercial real estate broker, Executive Director La Mariana has identified a number of properties available to lease that meet the some, but not all, of criteria above. The current lease rates have been estimated to be between \$4.50-\$6.50 per square foot in the general San Carlos area.

The following analysis compares the projected costs, over a 30-year period, of purchasing the available property versus leasing a property of the same size; the specific property is unknown at this time. An Excel model was developed to calculate the projected costs over time with a number of assumptions. The model has been constructed to allow multiple scenarios regarding costs and funding terms. This memorandum summarizes one such cost scenario. The model will be available to run additional scenarios at any upcoming meetings.

Cost Analysis of 1245 San Carlos Avenue Property

Executive Director La Mariana's discussions with the real estate broker has identified a commercial suite located at 1245 San Carlos Avenue, Suite E, which is 2,841 square feet with 20-foot ceilings which can

MEMORANDUM

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accommodate adding a second floor and increase the usable space to 3,977 square feet. The expanded space will accommodate existing SBWMA staff workspaces, ADA-compliant restrooms, a kitchen, storage, and a large fully-wired video conference room available to host Board and TAC meetings.

The estimated cost to purchase and make the necessary interior improvements is \$2.3 million - \$2.5 million. For this analysis we have assumed the high of \$2.5 million.

Figure 1 summarizes the cost assumptions used to evaluate the cost-per-square foot procuring, improving, and maintaining the San Carlos Avenue property. **Figure 2** summarizes the first-year total cost of the property and the projected cost per square foot (\$4.11 per square foot), with additional detail describing the assumptions following **Figure 2**. **Attachment 1** includes a 30-year analysis of projected costs, including the calculation of the present value of the total annual costs of occupying the property over the next 30-years.

Figure 1 – Office Purchase Key Assumptions

Size (at purchase)	2,841	square feet
Estimated Size (at buildout)	3,977	square feet
Property Purchase Price	\$1,700,000	(est. \$1.5 - \$1.7 million)
Plus: Tenant Improvements	\$800,000	
Total Project Cost	\$2,500,000	
Downpayment	30%	
		(\$750,000)
Total Loan Amount	\$1,750,000	
Loan Term for Pymt Calc	30	years
Amortization	25	years
Balloon Payment	\$551,295	due @ Year 25
Interest Rate	6.19%	
Payments per Year	12	
Bank Fee	0.50%	of loan amount
Broker Fee	1.00%	of purchase price
Association Fees	\$0.14	per sq. ft. per month @ size at purchase
Association/Utilities Fee escalator	5.00%	per year
Reserves Return-on-Investments	2.00%	per year

Figure 2 – Year 1 Cost Summary

	FY 2023-24
Office Purchase Financial Analysis	
Loan Repayment	\$128,482
Bank Fee	\$8,750
Broker Fee	\$17,000
Balloon Payment Reserve	\$16,874
Association Fees	\$4,773
Utilities (excl. refuse)	\$6,000
Opportunity Cost ¹	\$14,485
Total	\$196,364
Build-out Square Footage	3,977.00
\$ per sq. ft. per month	\$4.11

¹Lost investment income from use of reserves for downpayment and upfront bank/broker fees

MEMORANDUM

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Loan Repayment, Fees, and Balloon Payment Reserve. One-time loan and broker fees are included in Year 1 only. The estimated annual loan repayment (at the terms included in Figure 1) is repaid over 25 years with a “balloon” payment due in Year 25. For this analysis, we have assumed the SBWMA would reserve 1/25 of the balloon payment each year so the cash is available when due. The calculated annual reserve contribution assumes earned interest on the funds at 2.0% per year. The loan payment terms include a fixed 6.19% interest rate for the first 10 years and adjusted thereafter based on 10-year Treasury plus 2.5%. Our analysis assumes the 6.19% throughout the 25-year term. Actual interest rates may be higher or lower.

Association Fees. Association fees are paid monthly by all property owners (i.e., City of San Carlos, Commercial Owners, and Residential Owners through a Joint Use Agreement). The fees cover common area maintenance, insurance, window washing, natural gas, water, sewer, and refuse. In addition, a portion of the fees are set aside in reserves for future capital repairs and maintenance (e.g., building exterior repair and paint, roofs). In total, the five commercial suites are allocated 4.84% of Joint Maintenance Costs. The \$0.14 per square foot is based on recent budgeted expenses and reserve contributions. The analysis assumes a 5% annual increase, which may vary from the actual annual changes. Unexpected capital needs may arise which shall be assessed to all property owners in excess of the current \$0.14 per square foot fee.

Utilities. The Association fees cover common area utilities, and the refuse needs for the commercial suites. The current understanding is the SBWMA will be responsible for their water, sewer, and electricity needs for their suite. These have been estimated at \$500 per month with a 5% annual escalator for this analysis.

Opportunity Costs. To purchase a property instead of leasing, requires upfront cash outlay for the downpayment and one-time bank/loan fees (\$775,750 in total). The SBWMA has reserves available to make these upfront payments. This analysis includes a “cost” component for the purchase option to recognize the loss of investment income that would otherwise be earned if the cash was continued to be held in reserves. For this analysis, we have assumed the cost of purchasing the property includes the annual loss of investment income at 2.0% per year on the \$775,750 withdrawal from reserves, based on recent historical return-on-investments experienced by the SBWMA.

Cost Analysis of Leasing a Property

Executive Director La Mariana, with assistance from a real estate broker researched and toured dozens of rental properties. Currently, for properties that fit the needs of the SBWMA in this targeted geographic area, leases range from \$4.50 to \$6.50 per square foot per month. Typically, the lease amounts are inclusive of the Common Area Maintenance (CAM) expenses (e.g., water, sewer, refuse, electricity), though the charges are reviewed annually and reconciled for any incremental differences that are passed along (or refunded) to the tenant. For comparison purposes, and to be conservative, we have assumed all CAM-related costs are included in the per square foot lease charge throughout the 30-year period.

Attachment 1 includes a 30-year analysis of projected costs, including the calculation of the present value of the total annual costs of leasing a property over the next 30-years. The analysis assumes the low end

MEMORANDUM

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of \$4.50 per square foot per month, escalated 2.0% per year, which is equivalent to approximately \$0.10 per square foot each year.

Limitations

The analysis has been prepared with readily available projections and information provided by SBWMA staff, Beale Street Lending, Barc Architecture, and discussions with the 1245 San Carlos property builder, KB Homes. The projections contained herein may change. Additional costs not contemplated in this financial analysis to acquire the San Carlos property may be incurred.

Recommendation

Figure 3 summarizes the comparison of total estimated costs, and average cost per square foot per month, of the two options: 1) purchasing the San Carlos Avenue property and 2) continue leasing available commercial properties, based on the assumptions and projections described in this memo. Based on this financial analysis, the net present value (based on a present value discount rate of 3.0% annually) of the cost to purchase the San Carlos Avenue property is considerably less than leasing property at the low-end of current market rates with a conservation 2% annual increase to market rates. Assuming all costs of purchasing and maintaining the San Carlos Avenue property have been fairly represented, the purchase of the San Carlos Avenue property is recommended. Results may differ if the cost to purchase, finance the property, or other cost factors increase.

Figure 3 – Comparative Summary (detailed analysis provided in Attachment A)

	30-year Costs (in 2023\$)	Average Cost per Sq. Ft. per Month (in 2023\$)
Office Purchase	\$4,196,716	\$2.93
Office Lease	\$5,612,814	\$3.92

ATTACHMENT A

Key Assumptions - Office Purchase

Size (at purchase)	2,841 square feet
Estimated Size (at buildout)	3,977 square feet
Property Purchase Price	\$1,700,000 (est. \$1.5 - \$1.7 million)
Plus: Tenant Improvements	\$800,000
Total Project Cost	\$2,500,000
Downpayment	30% (\$750,000)
Total Loan Amount	\$1,750,000
Loan Term for Pymt Calc	30 years
Amortization	25 years
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Interest Rate	6.19%
Payments per Year	12
Bank Fee	0.50% of loan amount
Broker Fee	1.00% of purchase price
Association Fees	\$0.14 per sq. ft. per month @ size at purchase
Association/Utilities Fee escalator	5.00% per year
Reserves Return-on-Investments	2.00% per year

Key Assumptions - Lease

Size (square feet)	3,977
Lease Amount	\$4.50 per sq. ft. per month (est. (\$4.50-\$6.50))
Annual Lease Amount	\$214,758
Common Area Maint (CAM)	incl. in lease
Lease Inflation Rate	2.00%

Key Assumptions - General

Present Value Discount Rate	3.0%
-----------------------------	------

water, sewer, electric, refuse, custodial, landscape, etc. (usually part of 1st yr lease amt (baseline), reconciled annually for incremental difference only)

WORKING AREA - Scenarios saved below

Office Purchase Financial Analysis	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35	FY 2035-36	FY 2036-37	FY 2037-38
Loan Repayment	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482
Bank Fee	\$8,750														
Broker Fee	\$17,000														
Balloon Payment Reserve	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874
Association Fees	\$4,773	\$5,012	\$5,262	\$5,525	\$5,801	\$6,092	\$6,396	\$6,716	\$7,052	\$7,404	\$7,775	\$8,163	\$8,571	\$9,000	\$9,450
Utilities (excl. refuse)	\$6,000	\$6,300	\$6,615	\$6,946	\$7,293	\$7,658	\$8,041	\$8,443	\$8,865	\$9,308	\$9,773	\$10,262	\$10,775	\$11,314	\$11,880
Opportunity Cost ¹	\$14,485	\$15,805	\$16,121	\$16,443	\$16,772	\$17,108	\$17,450	\$17,799	\$18,155	\$18,518	\$18,888	\$19,266	\$19,651	\$20,044	\$20,445
Down Payment	\$750,000														
Total	\$946,364	\$172,473	\$173,354	\$174,271	\$175,223	\$176,213	\$177,243	\$178,314	\$179,428	\$180,586	\$181,792	\$183,048	\$184,354	\$185,714	\$187,131
Build-out Square Footage	3,977.00														
\$ per sq. ft. per month	\$19.83	\$3.61	\$3.63	\$3.65	\$3.67	\$3.69	\$3.71	\$3.74	\$3.76	\$3.78	\$3.81	\$3.84	\$3.86	\$3.89	\$3.92
Present Value Discount Factor	1.0000	1.0300	1.0609	1.0927	1.1255	1.1593	1.1941	1.2299	1.2668	1.3048	1.3439	1.3842	1.4258	1.4685	1.5126
Present Value of Future Cost	\$946,364	\$167,449	\$163,403	\$159,482	\$155,683	\$152,003	\$148,438	\$144,985	\$141,642	\$138,404	\$135,271	\$132,237	\$129,302	\$126,463	\$123,716
30-year Costs (2023s)	\$4,196,716														
Monthly NPV cost per square foot	\$2.93														

Office Purchase Financial Analysis	FY 2038-39	FY 2039-40	FY 2040-41	FY 2041-42	FY 2042-43	FY 2043-44	FY 2044-45	FY 2045-46	FY 2046-47	FY 2047-48	FY 2048-49	FY 2049-50	FY 2050-51	FY 2051-52	FY 2052-53	TOTAL
Loan Repayment	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482	\$128,482					\$3,212,056
Bank Fee																\$8,750
Broker Fee																\$17,000
Balloon Payment Reserve	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874	\$16,874					\$421,855
Association Fees	\$9,922	\$10,419	\$10,940	\$11,487	\$12,061	\$12,664	\$13,297	\$13,962	\$14,660	\$15,393	\$16,163	\$16,971	\$17,819	\$18,710	\$19,646	\$317,105
Utilities (excl. refuse)	\$12,474	\$13,097	\$13,752	\$14,440	\$15,162	\$15,920	\$16,716	\$17,552	\$18,429	\$19,351	\$20,318	\$21,334	\$22,401	\$23,521	\$24,697	\$398,633
Opportunity Cost ¹	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$20,854	\$579,758
Total	\$188,606	\$189,726	\$190,902	\$192,137	\$193,433	\$194,794	\$196,223	\$197,724	\$199,300	\$200,954	\$202,685	\$204,491	\$206,371	\$208,324	\$208,454	\$4,955,157
Build-out Square Footage																
\$ per sq. ft. per month	\$3.95	\$3.98	\$4.00	\$4.03	\$4.05	\$4.08	\$4.11	\$4.14	\$4.18	\$4.21	\$4.24	\$4.27	\$4.30	\$4.33	\$4.36	
Present Value Discount Factor	1.5580	1.6047	1.6528	1.7024	1.7535	1.8061	1.8603	1.9161	1.9736	2.0328	2.0938	2.1566	2.2213	2.2879	2.3566	
Present Value of Future Cost	\$121,059	\$118,231	\$115,499	\$112,860	\$110,312	\$107,853	\$105,480	\$103,191	\$100,983	\$98,856	\$96,805	\$94,826	\$92,915	\$91,070	\$89,289	

¹Lost investment income from use of reserves for downpayment and upfront bank/broker fees

Office Lease Financial Analysis	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35	FY 2035-36	FY 2036-37	FY 2037-38
Annual Lease	\$214,758	\$219,053	\$223,434	\$227,903	\$232,461	\$237,110	\$241,852	\$246,689	\$251,623	\$256,656	\$261,789	\$267,025	\$272,365	\$277,812	\$283,369
CAM Charges															
Other															
Total	\$214,758	\$219,053	\$223,434	\$227,903	\$232,461	\$237,110	\$241,852	\$246,689	\$251,623	\$256,656	\$261,789	\$267,025	\$272,365	\$277,812	\$283,369
\$ per sq. ft. per month	\$4.50	\$5.49	\$6.68	\$7.48	\$8.47	\$9.47	\$10.57	\$11.71	\$12.90	\$14.11	\$15.36	\$16.66	\$18.01	\$19.41	\$20.86
\$ change		\$0.99	\$0.99	\$0.99	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11	\$0.11	\$0.11	\$0.12
Present Value Discount Factor	1.0000	1.0300	1.0609	1.0927	1.1255	1.1593	1.1941	1.2299	1.2668	1.3048	1.3439	1.3842	1.4258	1.4685	1.5126
Present Value of Future Cost	\$214,758	\$212,673	\$210,608	\$208,563	\$206,539	\$204,533	\$202,548	\$200,581	\$198,634	\$196,705	\$194,795	\$192,904	\$191,031	\$189,177	\$187,340
30-year Costs (2023s)	\$5,612,814														
Monthly NPV cost per square foot	\$3.92														

Office Lease Financial Analysis	FY 2038-39	FY 2039-40	FY 2040-41	FY 2041-42	FY 2042-43	FY 2043-44	FY 2044-45	FY 2045-46	FY 2046-47	FY 2047-48	FY 2048-49	FY 2049-50	FY 2050-51	FY 2051-52	FY 2052-53	TOTAL
Annual Lease	\$289,036	\$294,817	\$300,713	\$306,727	\$312,862	\$319,119	\$325,501	\$332,012	\$338,652	\$345,425	\$352,333	\$359,380	\$366,568	\$373,899	\$381,377	\$8,712,320
CAM Charges																\$0
Other																\$0
Total	\$289,036	\$294,817	\$300,713	\$306,727	\$312,862	\$319,119	\$325,501	\$332,012	\$338,652	\$345,425	\$352,333	\$359,380	\$366,568	\$373,899	\$381,377	\$8,712,320
\$ per sq. ft. per month	\$6.06	\$6.18	\$6.30	\$6.43	\$6.56	\$6.69	\$6.82	\$6.96	\$7.10	\$7.24	\$7.38	\$7.53	\$7.68	\$7.83	\$7.99	
\$ change	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13	\$0.13	\$0.14	\$0.14	\$0.14	\$0.14	\$0.15	\$0.15	\$0.15	\$0.16	
Present Value Discount Factor	1.5580	1.6047	1.6528	1.7024	1.7535	1.8061	1.8603	1.9161	1.9736	2.0328	2.0938	2.1566	2.2213	2.2879	2.3566	
Present Value of Future Cost	\$185,521	\$183,720	\$181,936	\$180,170	\$178,421	\$176,689	\$174,973	\$173,274	\$171,592	\$169,926	\$168,276	\$166,643	\$165,025	\$163,423	\$161,836	



FOR SALE

1245 San Carlos Ave

SAN CARLOS, CA



ONLY 1
UNIT LEFT



Retail/Commercial Condominium Units in Downtown San Carlos

FOR SALE unit pricing below

SUITE A & B (Sold)

SUITE C: (Sold)

SUITE D: (Sold)

SUITE E: \$1,988,000

UNIT E has ±2,841 RSF

MONTHLY ASSOCIATION FEE:

\$.14 PSF/month estimated

ON-SITE parking open to the public

OUTSIDE seating possible

RESERVED and secure onsite parking
for employees

18-20 FOOT ceiling height

"WALKER'S PARADISE" walk score of
91 on WalkScore.com

1 BLOCK to the San Carlos
Caltrain station

BRETT WEBER

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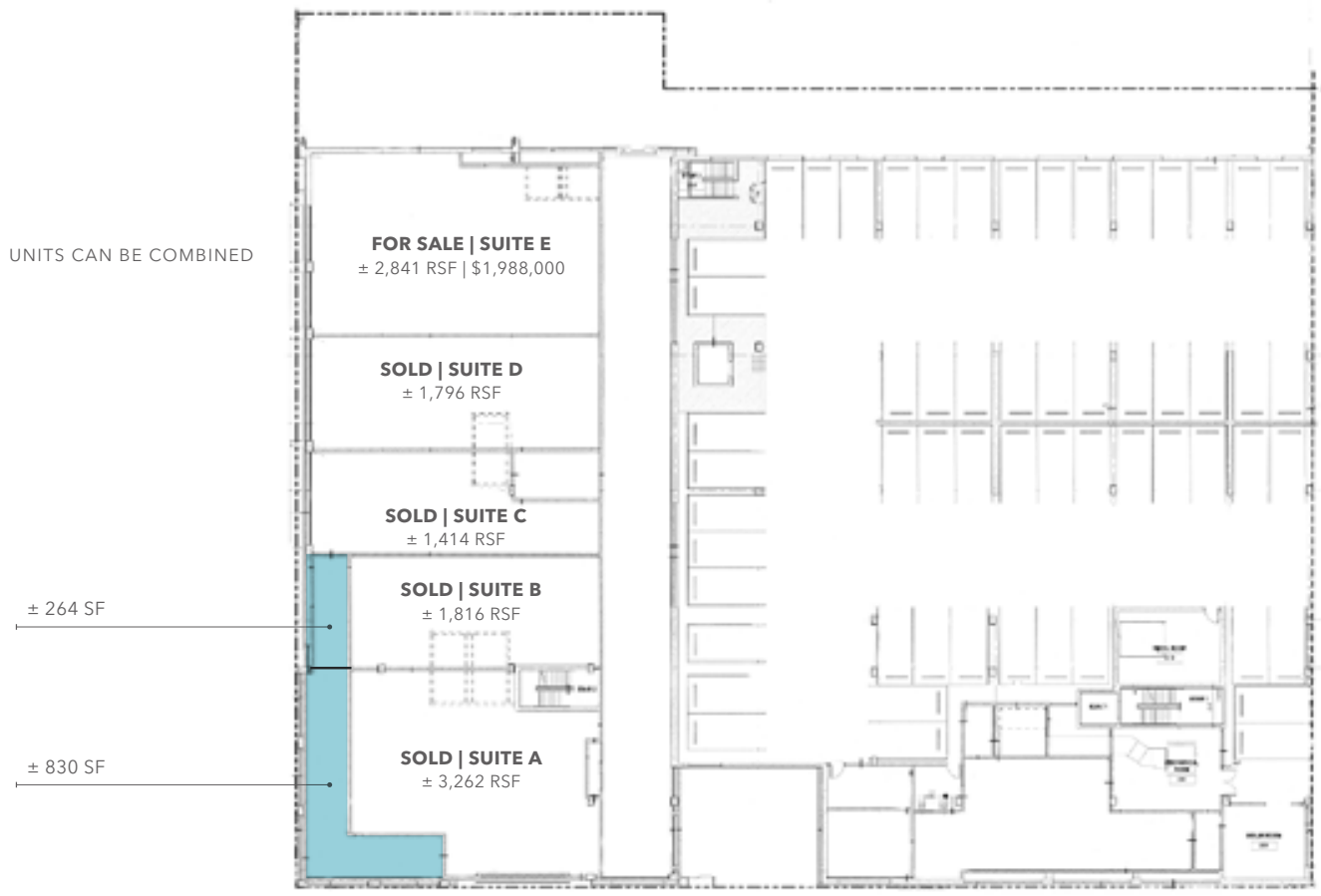
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1245 San Carlos Ave

SAN CARLOS, CA

Floorplan



 Possible outdoor dining area (included in the rentable SF)

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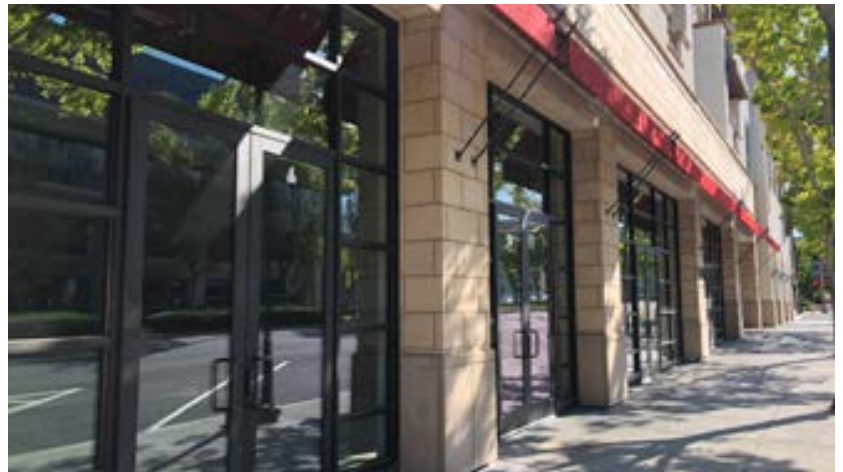
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WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Connection Fee and Reimbursement Agreement Appeal, 1061 Los Trancos Road, Portola Valley, CA*

Background

John Paul Hanna filed an appeal on behalf of Awbrey Development Company, Inc. and Craig Awbrey based on a decision by the General Manager to charge supplemental connection charges for Mr. Awbrey's construction of a new single-family home and one accessory dwelling unit (ADU) at 1061 Los Trancos Road.

The supplemental connection charges are collected pursuant to Resolution No. 1811 (2012) wherein the District entered into the Reimbursement Agreement Sewers 4 Los Trancos, Portola Valley ("Los Trancos Agreement") with sixty (60) reimbursees on the 27th day of June 2012.

At the time the Los Trancos Agreement was executed, the District reviewed the costs incurred by the developer and determined that a total sum of Three Million Nine Thousand Two Hundred Fifty Six Dollars and Forty Cents (\$3,009,256.40) was eligible for reimbursement.

Each of the original sixty reimbursees had a connection charge equivalent to \$50,154.27 in 2012. Each subsequent connector is subject to a supplemental connection charge using a formula set by the Agreement. This formula is susceptible to various factors, including the Engineering News-Record Construction Cost Index which fluctuates monthly based on area construction costs. Accordingly, as the Index determines construction costs have increased, the Agreement's supplemental connection charge also increases.

There have been eleven subsequent connections to the SEWERS 4 LOS TRANCOS sanitary sewer system since the Agreement's execution in 2012. The most recent connection was made in November of 2018 wherein the District calculated a

supplemental connection charge at a cost of \$55,236.41 for the construction of one single family home.

Pursuant to the Los Trancos Agreement formula, the supplemental connection charge for construction of a new single-family home at 1061 Los Trancos Road, Portola Valley is \$64,985.48.

For this development, the District has also assessed a supplemental charge for construction of the ADU, based upon the Agreement's Section 1(d). Pursuant to this section, all uses contemplated by a developer beyond a single family dwelling, "Shall be assigned an equivalency factor which is representative of the contribution of wastewater expected to be generated by the particular use." The District determined that due to the number of fixture units included in the 1061 Los Trancos Road development plans, its ADU's supplemental connection charge is \$42,240.56. The total supplemental connection charge assessed is therefore \$107,226.04.

This appeal is based on the Agreement's Section 2(a). Pursuant to this Section, the District may postpone or waive, in whole or in part, collection of the supplemental connection charge if the District Board makes one of the following determinations:

- (1) Acting pursuant to Health and Safety Code Section 6520.6, the District Board determines the amount is too small to justify the cost of collection; or
- (2) The District Board determines that in the interest of the public health, safety and welfare, collection of the amount is not justified; or
- (3) The District Board determines that collection of the amount would pose an undue financial hardship on the new Connector

The District Board's determination shall be final.

Fiscal Impact

None.

Recommendation

The General Manager recommends the Board hear the Awbrey Development Company, Inc. and Craig Awbrey appeal.

Attachments: 1 Appeal Letter
 2 West Bay Response Letter
 3 Resolution No. 1811 (2012)
 4 Los Trancos Map Exhibit

HANNA & VAN ATTA

ATTORNEYS AT LAW

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

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MENLO PARK, CALIFORNIA 94025

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August 18, 2023

West Bay Sanitary District

500 Laurel Street

Menlo Park, CA 94025

Via US Mail and email: info@westbaysanitary.org

Re: 1061 Los Trancos Road, Portola Valley, CA – Appeal from Final Determination
of District Manager

Dear Members of the District Board:

This Appeal is filed on behalf of Awbrey Development Company, Inc. and Craig Awbrey. The Appeal is from the decision by the District Manager to decline to consider or reconsider the imposition upon the Appellant on connection fees for a sewer connection for a single-family home and one ADU, in the total amount of \$107,226.04.

The Appellant contends, among other things, that this fee is excessive, that it is contrary to California Government Code section 65852.2(f)(5) and that the imposition of this fee runs contrary to the original express policy of the lower Los Trancos Road sewer project which provided that the reimbursement fee would be \$49,180.32 for each of the 60 existing residents and that as each reimbursement fee was paid going forward, that the reimbursement fee collected would be divided among the existing reimbursees with each of the 60 receiving a payment of \$819.67. The Appellant protests the increase from \$49,180.32 to \$107,226.04, plus the absence of any plan for reimbursement based on the receipts from future connections.

Very truly yours,



John Paul Hanna
JPH:amh

cc:

Craig Awbrey (jcawbrey@gmail.com)

Sergio Ramirez (sramirez@westbaysanitary.org)



Serving Our Community Since 1902

500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650) 321-4265 FAX

SERGIO RAMIREZ
General Manager

In reply, please refer to our
File No. 080-084-320

August 14, 2023

VIA EMAIL: John Paul Hanna jhanna@hanvan.com

RE: **1061 LOS TRANCOS ROAD, PORTOLA VALLEY, CA 94028**
APN: 080-084-320

Dear John Paul Hanna:

In reference to the letter to the General Manager dated 8/4/23, we have provided responses to the questions below, and on the aforementioned letter.

1. The District acknowledges that there was a typo in the original Cost Breakdown letter addressed July 31, 2023. The letter has been revised and attached to this correspondence.
2. Connection fees are not the construction cost of physically installing connections to the main. The purpose of these fees is to ensure that development pays its fair share of the cost associated with providing system capacity. Please see Districts Sewer Connection Fee Final Report, Dated April 1, 2022. This document can be found on the District web site at <https://westbaysanitary.org/wp-content/uploads/2022/03/WBSD-Connection-Fee-Final-Report-1Apr2022.pdf> Fee calculation can be found on page 11 Figure 3-4.
3. The original cost from the agreement Sewer 4 Los Trancos is \$3,009,256.40 for 60 connectors not 72.65. Each of the 60 connectors would have had a connection of equivalently \$50,154.26 in 2012. There have been 11 connections made since the agreement in 2012 equal to \$584,718.22. The last connection was made in November of 2018 at a cost of \$55,236.41. The cost of a single connection for 1061 Los Trancos is \$64,985.48. That is an increase of approximately 15% from 2018 and 23% from 2012 which is less than the corresponding increase in the Engineering News-Record Construction cost index 17% from 2018 and 36% from 2012, used in the calculation of the fee per the agreement.
4. The going rate for one mile of 8" sewer pipe is approximately \$2 million to \$2.6 million dollars (or \$379 to \$492 per linear foot.) The pipe constructed under the agreement includes but is not limited to the 8" pipe fronting 1061 Los Trancos and extending to the intersection of Los Trancos Road and Buck Meadow Drive, approximately 1,700 linear feet.

If you are interested, we can bring your appeal before the Board of Directors on September 13, 2023, during our Regular Board Meeting.

WEST BAY SANITARY DISTRICT

Sergio Ramirez
General Manager

Attachment: Annoteted copy of the letter to the General Manager dated 8/4/23, & West Bay Sanitary District Connection Cost Breakdown Revised 8/14/23.

cc: FXH, GDS, RHH, TMR, YTN, JJF, Victoria Thompson, Anthony Condotti, Craig Awbrey jcawbrey@gmail.com

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SERVING AREAS IN MENLO PARK, ATHERTON, PORTOLA VALLEY, EAST PALO ALTO, REDWOOD CITY, WOODSIDE AND UNINCORPORATED SAN MATEO AND SANTA CLARA COUNTIES

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(650) 321-5700

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(650) 321-5639

Email: jhanna@hanvan.com

August 4, 2023

VIA E-MAIL: sramirez@westbaysanitary.org

Sergio Ramirez
District Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3486

Re: 1061 Los Trancos Road, Portola Valley

Dear Mr. Ramirez:

Please accept this Appeal from a determination of the General Manager regarding the connection fees charged by the District for the new home and ADU unit for which permits are in the process of being applied.

Our client, Awbrey Development Company, Inc., owner of 1061 Los Trancos Road, was notified on July 31, 2023 by the District that he must pay the following fees:

- (a) \$107,226.04 for Los Trancos;
- (b) connection fee for the main home \$8,608; and
- (c) connection fee for the ADU \$5,595.20.
- (d) Class 1 Permit fee \$490

Total: ~~\$121,429.24~~ **\$121,919.24**

[**Note:** Actually, there are two different sets of numbers in the July 31st letter. The first set of numbers total up to \$121,429.24 (Single family home \$8,608; ADU \$5,595.20; Los Trancos fees \$107,226.04). The second set of numbers total up to \$121,729.24 (Single family home \$8,608; ADU ~~\$5,895.20~~; Los Trancos \$107,226.04). That comes to a total of ~~\$121,729.24~~. I believe there is a math error or typo in your letter which states the total of those three numbers as \$121,919.24, which is incorrect based on the totals above.]

See response #1
\$5,895.20 is a typo please find the revised July 31st letter attached.

Sergio Ramirez
August 4, 2023
Page 2 of 3

This excludes several factors including but not limited to:
Reimbursement fee for ADU \$42,240.56
Connection Fee for ADU \$5,595.20

Mr. Awbrey was originally told by the District in January 2020 that the sewer connection fee would be \$71,500 and the letter mentioned a potential extra fee for the ADU. We do not understand the reason for the increase of over \$50,000.

Regarding the main home connection fee of \$8,608, that is at least double the cost of providing such a connection based on a competitive bid.

See response #2

With regard to the ADU connection fee, which is either \$5,595.20 or ~~\$5,895.20~~, I refer to California Government Code section 65852.2(f)(5) which provides that for an accessory dwelling unit a District may require a new or separate utility connection between the accessory dwelling unit and the utility, but that the charge “shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code.” “This fee or charge shall not exceed the reasonable cost of providing this service.”

The District complies with the code and uses drainage fixture units.
As shown in the Exhibit "A" Connection Fee Cost breakdown attached.

In this case, there is no separate connection physically required. The same connection will serve as both the main dwelling unit and the ADU. These connection fees seem totally disproportionate to the actual cost or expenses involved.

See response #2

The West Bay Sanitary District Exhibit “B” references the Reimbursement Agreement for Sewer 4 Los Trancos. That sets forth the “original cost” of \$3,009,256.40, and then indicates the number of connections at ~~72.65~~. That would seem to indicate that the original cost per connection was ~~\$41,421.28~~. This begs the question as to how and why that fee has increased to \$107,226.04?

See response #3

If the original understanding was that as each new connection was made, the original ~~72~~-lot owners would receive a proportionate reimbursement of the ~~\$41,564.31~~ charge that they originally paid, then our client is entitled to an accounting which clearly shows how many connections have been added since the beginning up to the present time, what is in the fee paid for each connection by each of these incoming owners, how those funds have been disbursed among the original lot owners, what total amount has been recovered to date, and how much more remains to be recovered in fees to be charged to future incoming owners who are building and need to connect? If this fee of \$107,226.04 has to be paid now by our client, what can he reasonably anticipate in terms of receiving reimbursement from each incoming lot owner in the future?

See response #3

Any way you look at it, a fee of \$107,226.04 for connecting a single home and an ADU in on its face totally outrageous.

The Supplementary connection fee for the Primary home is \$64,985.48
The Supplementary connection fee for the ADU is \$42,240.56

Our client also has some questions about the application of the formula and the calculations that have been made regarding the length of the 8-inch run from his home to the manholes, and some questions about the possibility of saving some of the ADU fees by reducing the number of fixtures therein.

See response #4

Yes, a reduction in drainage fixture units in the ADU would result in a reduction in fees.

Sergio Ramirez
August 4, 2023
Page 3 of 3

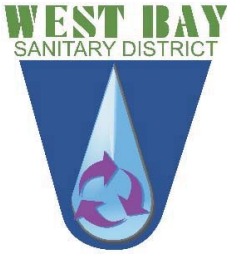
We look forward to the opportunity to present the appeal and await your instructions.

Very truly yours,



John Paul Hanna
JPH:sm

cc: Victoria Thompson (vthompson@abc-law.com)
Craig Awbrey (jcawbrey@gmail.com)



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500 Laurel Street, Menlo Park, California 94025-3486 (650) 321-0384 (650) 321-4265 FAX

SERGIO RAMIREZ
General Manager

In reply, please refer to our
File No. 080-084-320

July 31, 2023

(Revised August 14, 2023)

VIA EMAIL: Craig Awbrey jcawbrey@gmail.com

**RE: COST BREAKDOWN FOR NEW SINGLE-FAMILY HOME & ADU
1061 LOS TRANCOS ROAD, PORTOLA VALLEY, CA 94028
APN: 080-084-320**

Dear Craig Awbrey:

District staff has reviewed the submitted plan set and has provided the following cost breakdown:

- **This letter begins the 10-day appeal process time.**
- The development must comply with all current District Regulations and Standards (www.westbaysanitary.org).
- A Class 1 Sewer Permit is required for connection or any sewer lateral work within the District's jurisdiction. All work shall comply with District standard detail No.06 for lateral installation and District standard detail No. 07 for the installation of a conforming property line clean out (PLCO)
- Connection and Reimbursement charges due are:
 - District Connection Fees. (See Exhibit "A" for District Connection Cost Breakdown)
 - Single Family Home (SFH) **\$8,608.00** (Per District Code of General Regulations Article IX Section 901 (03)).
 - Accessory Dwelling Unit (ADU) Fee: **\$5,595.20** (13 Total Fixture Units per District Code of General Regulations Article IX Section 901 (03)).
 - Reimbursement Fees (See Exhibit "B" for Reimbursement Agreement Sewer 4 Los Trancos Cost Breakdown)
 - Reimbursement to "Sewer 4 Los Trancos" **\$107,226.04** (Per Reimbursement Agreement Sewer 4 Los Trancos, dated April 10, 2010)
- The District reserves the right to provide additional comments in response to subsequent submittals.

Class 1 Sewer Permits currently cost \$490.00. A one-time connection fee of \$8,608.00 for a SFH and \$5,895.20 for an ADU. Reimbursement fee to Sewer 4 Los Trancos of \$107,226.04. (**Total = \$121,919.24**)

Due to the current coronavirus (COVID-19) pandemic, please check the District's website at www.westbaysanitary.org for the latest information on obtaining permits & office hours.

If you have any questions, please call me at 650-321-0384.

Very truly yours,

WEST BAY SANITARY DISTRICT

SERVING AREAS IN MENLO PARK, ATHERTON, PORTOLA VALLEY, EAST PALO ALTO, REDWOOD CITY, WOODSIDE AND UNINCORPORATED SAN MATEO AND SANTA CLARA COUNTIES

1061 Los Trancos
July 31, 2023
Page | 2

Jason Feudale
Engineering Consultant

Attachment: West Bay Sanitary District Connection Cost Breakdown, & West Bay Sanitary District Reimbursement Agreement Sewer 4 Los Trancos Cost Breakdown

cc: SXR, FXH, GDS, RHH, TMR, YTN, Victoria Thompson, Anthony Condotti

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**WEST BAY SANITARY DISTRICT
Exhibit "A"**

Connection Fee Cost Breakdown

Location:

1061 Los Trancos Road

Type:

Single Family Home with ADU

Connection Fee				8,608.00
Connection Fee / FU for Aux. Unit				430.40
	Count	F/U	Total F/U	Total
Shower or Bathtub	1	2	2	860.80
multi-head shower, ea additional	0	1	0	-
Lavatory Sink	1	1	1	430.40
Toilet, 1.6 GPF Gravity Tank	1	3	3	1,291.20
Toilet, > 1.6 GPF Gravity Tank	0	4	0	-
Clothes Washer	1	3	3	1,291.20
Dishwasher	1	2	2	860.80
Kitchen Sink	1	2	2	860.80
Bidet (1 to 2 per CPC)	0	1	0	-
Bar Sink	0	1	0	-
Laundry Sink	0	2	0	-
Urinal, 1 GPF	0	2	0	-
Urinal, hybrid	0	1	0	-
Drinking Fountain	0	0.5	0	-
Water Cooler	0	0.5	0	-
Floor Drain	0	2	0	-
Total F/U			13	5,595.20

Connection Fees Due			
Single Family Home	yes	20	8,608.00
ADU	yes	13	5,595.20
Total		33	14,203.20

Notes

1) Single Family Home is Equivalent to 20 FU. (Per District Code of General Regulations Article IX Section 901 (03))

2) Accessory Dwelling Unit (ADU) are accessed pursuant to Section 65852.2 of the California Government Code the District will charge an ADU Connection Fee based on the number of plumbing fixture units.

3) The equivalent Fixture Unit (FU) values comes from California Plumbing Code 2022, Chapter 7, Part I, Table 702.1 "Drainage Fixture Unit Values"

**WEST BAY SANITARY DISTRICT
Exhibit "B"**

Connection Address:	1061 Los Trancos Road
APN:	080-084-320
WBSD Permit	N/A

REIMBURSEMENT AGREEMENT

Sewer 4 Los Trancos

		Expires	9/10/2033	
(Prior Connections)	Cp=	71		
(Current Connection(s))	Cn=	1.65	FU Count / 20 from Exhibit "A"	
(ERC)	Original Cost			3,009,256.40
(Cn+Cp)	Connection No.			72.65
(ENRC)	ENR Construction Cost Index month of connection payment		July 2023	13,425
(ENRI)	ENR Construction Cost Index month of acceptance		9/10/2008	8,557
Calculations:				
SCC= $\frac{ERC \times Cn \times (ENRC/ENRI)}{Cp + Cn}$				
(SCC) The Supplemental Connection Charge to be paid by the new Connector				\$107,226.04

District Charges & Fees

(See Exhibit "A" for Breakdown)

		District connection fee		14,203.20
		Permit Fees		
	Class 1	yes		\$490.00
	Class 2	no		\$0.00
	Class 3	no		\$0.00
	Class 4	no		\$0.00
	Class 5	no		\$0.00
Total Due:				\$121,919.24

RESOLUTION NO. 1811 (2012)

IN THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT

COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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

- A. Owners of certain property hereinafter referred to as "Reimbursees", in the Los Trancos Woods Area of San Mateo County pursued and completed development activities on certain real property located in the territory of District for which it has been necessary to construct and install, at Reimbursees' expense, certain Sanitary Sewers in the Los Trancos Woods Area, and
- B. Because Reimbursees who enter into an agreement providing for reimbursement of a portion of the aforementioned expense shall be entitled to reimbursement as charges are collected from new Connectors to the SEWERS 4 LOS TRANCOS sanitary sewers, and the District shall credit the account of each Reimbursees with a proportionate share of the charges collected, and
- C. The anticipated number of Reimbursees is sixty (60), however, the number of Reimbursees which have submitted fully executed clean counterpart originals of the agreement is fifty-eight (58), and
- D. This Agreement was executed in counterparts each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

BE IT RESOLVED: that the President and Secretary of the West Bay Sanitary District be and are hereby authorized to execute the attached Reimbursement Agreement by and between the West Bay Sanitary District, a public agency, and "SEWERS 4 LOS TRANCOS", Reimbursees as listed in Exhibit "C" executing the annexed agreement.

NOW BE IT FURTHER RESOLVED: funds will be distributed only to Reimbursees who have submitted fully executed clean counterpart originals of the agreement, and funds that otherwise would be paid to non-signers will be held in escrow, separately accounted for and, if unclaimed within the statutory period (which varies depending on the amount in question), be transferred into the District's general fund.

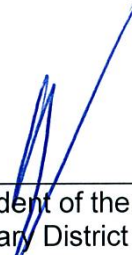
Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 27th day of June 2012, by the following vote:

Ayes: SHEPHERD, WALKER, DEHN, MORITZ, THIELE-SARDINA

Noes: NONE


Abstain: NONE

Absent: NONE



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

**REIMBURSEMENT AGREEMENT
SEWERS 4 LOS TRANCOS,
PORTOLA VALLEY**

This Agreement is entered into and shall be effective on the date by which it has been executed by all parties hereto by and between the WEST BAY SANITARY DISTRICT, a public agency, hereinafter referred to as "District" and "SEWERS 4 LOS TRANCOS", the other persons as listed in Exhibit "C" executing this Agreement, hereinafter referred to as "Developer" and original signatures of all persons listed in Exhibit C have been delivered to District (the "Effective Date").

RECITALS

A. Developer pursued and completed development activities on certain real property located in the territory of District and more particularly described in Exhibit "A" attached hereto ("the Real Property") for which it has been necessary for Developer to construct and install, at Developer's expense, certain wastewater collection and transmission facilities (the "Wastewater Facilities") to serve the development. The Wastewater Facilities are more particularly described in Exhibit "B" attached hereto.

B. The Wastewater Facilities are complete and on September 10, 2008, they were accepted by District and are now public property of District. The Wastewater Facilities have the potential to serve and benefit persons in the District in addition to those persons who may occupy the Real Property.

C. Because persons other than those who may occupy the Real Property may be served and benefited by the Wastewater Facilities, Developer has requested that such persons be required to reimburse Developer for their proportionate share of Developer's cost to construct and install the Wastewater Facilities.

D. District has reviewed the costs incurred by Developer and has determined that the total sum of Three Million Nine Thousand Two Hundred Fifty Six Dollars and Forty Cents (\$ 3,009,256.40) is eligible for reimbursement pursuant to the following Terms and Conditions of this Agreement.

In consideration of the foregoing Recitals and the following Terms and Conditions, District and Developer agree as follows:

TERMS AND CONDITIONS

1. **Supplemental Connection Charge**

a. In addition to the usual connection charges imposed by the District upon connection to the District's wastewater system, the District shall endeavor to impose a "Supplemental Connection Charge" for each connection to the Wastewater Facilities by any of the following persons (each of whom is referred to in this Agreement as a "Connector"):

- (1) Any person, other than Developer, who makes an initial connection to the Wastewater Facilities;
- (2) Any person, other than Developer, who makes one or more additional connections to the Wastewater Facilities;
- (3) Any person, other than Developer, who increases the discharge of wastewater through an existing connection to the Wastewater Facilities if that discharge exceeds the person's authorized discharge entitlement; and
- (4) Developer (as allocated in provisions of subparagraph 1.e. below), if Developer either (a) makes one or more additional connections to the Wastewater Facilities, or (b) increases the discharge of wastewater through an existing connection to the Wastewater Facilities so that the resulting discharge exceeds the Developer's authorized discharge entitlement; provided, however, that in either of the foregoing cases, the Supplemental Connection Charge otherwise payable by Developer will be waived if (a) there have been no prior connections to the Wastewater Facilities other than connections made by Developer (as allocated in provisions of subparagraph 1.e. below), and (b) Developer executes an amendment to this Agreement in form and content acceptable to District which makes an appropriate adjustment in the "Cp" factor attributable to Developer.

For purposes of this Agreement, a connection includes both a connection of a building sewer to the Wastewater Facilities and a connection of an upstream sewer extension to the Wastewater Facilities.

b. Subject to the provisions of subparagraph 1.c. below, the amount of the Supplemental Connection Charge payable by each Connector shall be computed in accordance with the following formula:

$$SCC = \frac{ERC \times C_n \times (ENRC/ENRI)}{C_p + C_n}$$

Where:

SCC = The Supplemental Connection Charge to be paid by the new Connector.

ERC = The total eligible reimbursable cost specified in Recital D of this Agreement.

C_p = A factor representing the total wastewater contribution of all previous Connectors to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d. below.

C_n = A factor representing the wastewater contribution of the new Connector to the Wastewater Facilities measured in SFDE pursuant to subparagraph 1.d. below.

ENRC = The ENR Construction Cost Index, rounded to the nearest whole number, for the month in which payment of the supplemental connection charge is made by the new connector.

ENRI = The ENR Construction Cost Index for the month in which the Wastewater

Facilities were accepted by the District. ENRI shall be 8557.

c. Under no circumstances shall the amount of the Supplemental Connection Charge payable by a Connector exceed the estimated cost of constructing wastewater facilities from the Connector's property to the point where the Wastewater Facilities constructed by Developer connect to District's system. For this purpose, the estimated cost shall be determined by District.

d. Prior to the approval of a new connection to the Wastewater Facilities, the District Manager shall determine and establish the contribution of wastewater expected to be generated by the new Connector, measured in terms of single family dwelling equivalents ("SFDE"). Each single family dwelling unit shall be assigned a factor of 1 SFDE. All other uses shall be assigned an equivalency factor which is representative of the contribution of wastewater expected to be generated by the particular use. The equivalency factor shall take into account the volume of wastewater flows expected to be produced by the Connector and any other characteristics of the Connector's wastewater which may have an impact on the Wastewater Facilities. However, in no event shall any Connector be assigned an equivalency factor of less than 1 SFDE.

e. For purposes of this Agreement the amount of Cp attributable to Developer's wastewater contribution shall be 60 SFDE. The allocated wastewater contributions shall be as follows:

No.	Party	APN	Location	Allocation
1	Kent Ryhorchuk & Cathy Brewer	080-072-030	124 Los Trancos Circle	1.0
2	Yanting Zhang	080-072-100	270 El Nido Road	1.0
3	Lynne Penek - Holden	080-072-220	103 El Nido Road	1.0
4	Charles and Toni Markley	080-072-260	160 Los Trancos Circle	1.0
5	David H. McMurtry	080-072-280	125 Lake Road	1.0
6	Michael Piacente	080-072-360	136 Los Trancos Circle	1.0
7	John Nightingale & Linda Drey - Nightingale	080-072-420	132 Los Trancos Circle	1.0
8	Frazier Miller	080-072-440	111 Lake Road	1.0
9	Thomas V. and Nusrat T. Uridel	080-081-040	1111 Los Trancos Road	1.0
10	Heather Kirkby	080-081-070	1189 Los Trancos Road	1.0
11	Victoria S. Sargent and Julian P. Lighton	080-081-100	1183 Los Trancos Road	1.0
12	Lyn Louise Dearborn & Kevin Dearborn Olson	080-081-110	1185 Los Trancos Road	1.0
13	Robert J. & Nancy J. Neuer	080-082-260	1136 Los Trancos Road	1.0
14	Charles and Toni Markley	080-083-020	1008 Los Trancos Road	1.0
15	Stephen Daane And Sheryl Garrett	080-084-010	106 Ramona Road	1.0
16	Alan A. Burns and Patricia L. Burns	080-084-020	108 Ramona Road	1.0
17	Scott Gamel and Jennifer Gamel	080-084-040	1019 Los Trancos Road	1.0
18	Thomas W. Sisson and Susan W. Coons	080-084-130	1051 Los Trancos Road	1.0
19	The Jensen Family Trust	080-084-180	1031 Los Trancos Road	1.0
20	Bertin R. Chabot II	080-084-190	134 Ramona Road	1.0
21	Thomas Robert Clandinin and Prista Charuworn	080-084-270	1083 Los Trancos Road	1.0
22	Sean A. Curran	080-084-280	1087 Los Trancos Road	1.0
23	David L. and Julie Duncan	080-085-060	111 Carmel Way	1.0
24	Lois DuBois	080-085-100	151 Carmel Way	1.0
25	Stephen Wheeler	080-085-150	128 Carmel Way	1.0
26	James H. Foster & Sonia Crommie	080-085-230	136 Carmel Way	1.0
27	James W. Hanmer and Daria King	080-085-320	107 Ramona Road	1.0
28	Ingrid B. Hardy	080-085-340	115 Ramona Road	1.0
29	William E. Nelson and Martha Sue Davis	080-085-350	103 Carmel Way	1.0
30	David L. and Julie Duncan	080-085-360	120 Carmel Way	1.0
31	Claude Michael Beasley	080-085-370	127 Ramona Road	1.0
32	Stephen M. & Dorian Dunne	080-085-380	131 Ramona Road	1.0
33	Nicolas Rochard & Leigh Birch	080-091-010	1204 Los Trancos Road	1.0

34	Robert J. & Nancy J. Neuer	080-091-080	159 Los Trancos Circle	1.0
35	Jerald Hall Jensen	080-091-090	155 Los Trancos Circle	1.0
36	John Paul Huetter	080-091-100	143 Los Trancos Circle	1.0
37	JoAnn Loulan and Ronald Crawford Living Trust	080-091-110	151 Los Trancos Circle	1.0
38	Erik E. Simpson and Janet P. Simpson	080-091-120	147 Los Trancos Circle	1.0
39	Gary Daniel MacGregor	080-091-170	1220 Los Trancos Road	1.0
40	Grover T. Wickersham	080-092-060	No address - Foxwood Road	1.0
41	Tore and Elizabeth Gillbrand	080-092-100	1215 Los Trancos Road	1.0
42	Cindy Lee Russell	080-092-130	112 Foxwood Road	1.0
43	Svend Agesen	080-092-150	116 Foxwood Road	1.0
44	Mark Weiss	080-092-160	124 Foxwood Road	1.0
45	Carol Kemper	080-092-190	1203 Los Trancos Road	1.0
46	Grover T. Wickersham	080-092-200	No address - Los Trancos Road	1.0
47	Grover T. Wickersham	080-092-210	1227 Los Trancos Road	1.0
48	Armin Staprans and Lisa Staprans	080-100-240	159 Ramona Road	1.0
49	Keith Reeves	080-100-250	163 Ramona Road	1.0
50	Norman Hardy	080-100-300	143 Ramona Road	1.0
51	Peter & Tracy Cowperthwaite	080-100-310	151 Ramona Road	1.0
52	Alexander M. Kostrikin	080-101-050	152 Ramona Road	1.0
53	Gregory G. Van Hauser	080-101-110	1091 Los Trancos Road	1.0
54	Marc Levaggi and Mary Kelley	080-101-120	125 Foxwood Road	1.0
55	David A. Lowin and Jean M. Duvall	080-101-130	115 Foxwood Road	1.0
56	Sean Riley and Judy Riley	080-091-030	1216 Los Trancos Road	1.0
57	Stig & Holly Nybo	080-073-050	1196 Los Trancos Road	1.0
58	Kenneth D. Wood & Clara W. Wong	080-073-080	123 Los Trancos Circle	1.0
59	Mary Ann H. Furda	080-084-160	1023 Los Trancos Road	1.0
60	Janice L. Avilla	080-092-110	1207 Los Trancos Road	1.0

Additional supplemental connection charges shall be the responsibility of the individual party who increases the discharge of wastewater to the Wastewater Facilities if that discharge exceeds the person's authorized discharge allocation as noted above.

2. Collection of Supplemental Connection Charges

a. District shall use its best efforts to collect Supplemental Connection charges from all persons who become obligated to pay them. However, District may postpone or waive, in whole or in part, collection of any such charges if, after reasonable notice and hearing, the District Board, in its sole discretion, makes one of the following determinations:

- (1) Acting pursuant to Health and Safety Code Section 6520.6, the District Board determines the amount is too small to justify the cost of collection; or
- (2) The District Board determines that in the interest of the public health, safety and welfare, collection of the amount is not justified; or
- (3) The District Board determines that collection of the amount would pose an undue financial hardship on the new Connector.

If such a determination is made by the District Board, the determination shall be final, binding, and conclusive. Neither Developer, Connectors or any other person shall have a claim against District by reason of District's failure to collect any amount which is the subject of such a determination and, Developers shall, jointly and severally, indemnify, defend and hold District harmless, with counsel chosen by District in its sole discretion, against any challenge to the District's efforts to collect Supplemental Connection charges from any Connector pursuant to the terms of this Agreement.

b. District's obligation to collect Supplemental Connection Charges shall cease upon

the first of the following events to occur:

- (1) The lapse of twenty-five (25) years from the date of District's approval and acceptance of the Wastewater Facilities; or
- (2) At any time District no longer has the legal authority to collect these charges.

c. Nothing in this Agreement shall be interpreted to require District to allow connections to be made to the Wastewater Facilities. Connections may be denied by District under any circumstances as determined by the District in its sole discretion including, but not limited to the following:

- (1) District does not have sufficient capacity to serve the proposed connection(s); or
- (2) District is precluded by law from allowing the connection(s); or
- (3) The proposed connection(s) are not in compliance with established policies and regulations of District.

3. **Reimbursement**

a. For purposes of this paragraph 3, the persons to whom reimbursement shall be made by District are referred to as "Reimbursees."

b. The following persons are Reimbursees and shall be entitled to reimbursement as provided in this paragraph 3:

- (1) Developer (as allocated in provisions of subparagraph 1.e. above); and
- (2) Prior Connectors who have paid Supplemental Connection Charges.

c. Except as provided in subparagraph 3.d. below, as Supplemental Connection Charges are collected from each new Connector for each new connection, District shall credit the account of each Reimbursees with a proportionate share of the charges collected based upon the ratio which each Reimbursees's discharge entitlement, measured in SFDEs, bears to the total of all wastewater discharge entitlements, measured in SFDEs, for all Reimbursees, less District's reasonable administrative cost to make the collection and reimbursement of the Supplemental Connection Charge.

d. In the case of any prior Connector who is a Reimbursees pursuant to subparagraph 3.b. above but who, pursuant to the provisions of subparagraph 2.a. of this Agreement, has not been required by the District to pay the full Supplemental Connection Charge which otherwise should have been imposed, such a connector shall be entitled to reimbursement, but only to the extent provided in this subparagraph. In calculating such a Connector's reimbursement amount pursuant to subparagraph 3.c. above, the Connector's wastewater discharge entitlement shall be discounted in the same ratio as the amount of the Supplemental Connection Charge actually paid by the Connector bears to the Supplemental Connection Charge which the connector should have paid except for the

effect of the provisions of subparagraph 2.a.

e. Payment of amounts credited will be made by District within a reasonable time after Supplemental Connection Charges are collected.

f. In the absence of written instructions in form and substance acceptable to District, District's reimbursement obligations to any Reimbursee shall be deemed fully satisfied upon sending the reimbursement payment(s) to the Developer (as allocated in provisions of subparagraph 1.e. above) and, if applicable, to prior Connectors, who paid the Supplemental Connection Charge to the addresses shown for such persons in District's records. Each Reimbursee shall be responsible to inform the District of any changes. If District becomes aware that a dispute exists regarding the identity of the person to whom the payment is due, District may withhold the payment until the dispute is resolved to District's satisfaction.

A Reimbursee may assign the Reimbursee's reimbursement rights under this Agreement; provided, however, that insofar as District's rights and obligations are concerned, any such assignment shall be effective only if (1) District is provided with evidence, satisfactory to District, of the regularity and authenticity of the assignment and (2) the parties to the assignment have executed and delivered to District instruments in form and substance satisfactory to District which relieve District from any liability or obligation by reason of District's reliance upon and performance of its duties in conformity with the provisions of the assignment.

g. Interest shall not accrue on any funds collected and held for the account of persons pursuant to the provisions of this Agreement, and no person shall have a claim against District for interest on such funds; provided, however, that the provisions of this subparagraph do not preclude application of the interest factor provided for in subparagraph 1.b. above.

4. **Connectors' Approval of Agreement**

As a condition of the District's approval of any connection to the Wastewater Facilities, the District may require a Connector to execute an instrument, in form and substance acceptable to District, which evidences Connector's acknowledgment of the Terms and Conditions of this Agreement and consent to be bound thereby.

5. **Miscellaneous Provisions**

a. This Agreement constitutes the entire understanding and agreement between the parties.

b. This Agreement may not be modified or amended except by a further written agreement executed by all parties who are signatories hereto.

c. This Agreement shall be binding upon and inure to the benefit of the parties, their assigns, personal representatives and successors in interest.

d. At the option of District, the signatures of the persons executing this Agreement on behalf of the parties shall be acknowledged and the Agreement, or an abstract thereof,

shall be recorded in the Official Records of San Mateo County.

6. **Execution in Counterparts**

This Agreement may be executed in counterparts each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

District:

WEST BAY SANITARY DISTRICT

By: _____
President

Attest: _____
Secretary

Developer:

1) By: _____
Kent Ryhorchuk
080-072-030
124 Los Trancos Circle

_____ Cathy Brewer

2) By: _____
Yanting Zhang
080-072-100
270 El Nido Road

3) By: _____
Lynne Penek - Holden
080-072-220
103 El Nido Road

4) By: _____
Charles Markley
080-072-260
160 Los Trancos Circle

_____ Toni Markley

5) By: _____
David H. McMurtry
080-072-280
125 Lake Road

6) By: _____
Michael Piacente
080-072-360
136 Los Trancos Circle

7) By: _____
John Nightingale
080-072-420
132 Los Trancos Circle

Linda Drey - Nightingale

8) By: _____
Frazier Miller
080-072-440
111 Lake Road

9) By: _____
Thomas V. Uridel
080-081-040
1111 Los Trancos Road

Nusrat T. Uridel

10) By: _____
Heather Kirkby
080-081-070
1189 Los Trancos Road

11) By: _____
Victoria S. Sargent
080-081-100
1183 Los Trancos Road

Julian P. Lighton

12) By: _____
Lyn Louise Dearborn
080-081-110
1185 Los Trancos Road

Kevin Dearborn Olson

13) By: _____
Robert J. Neuer
080-082-260
1136 Los Trancos Road

Nancy J. Neuer

14) By: _____
Charles Markley
080-083-020
1008 Los Trancos Road

Toni Markley

15) By: _____
Stephen Daane
080-084-010
106 Ramona Road

Sheryl Garrett

16) By: _____
Alan A. Burns
080-084-020
108 Ramona Road

Patricia L. Burns

17) By: _____
Scott Gamel
080-084-040
1019 Los Trancos Road

Jennifer Gamel

18) By: _____
Thomas W. Sisson
080-084-130
1051 Los Trancos Road

Susan W. Coons

19) By: _____
The Jensen Family Trust
080-084-180
1031 Los Trancos Road

20) By: _____
Bertin R. Chabot II
080-084-190
134 Ramona Road

21) By: _____
Thomas Robert Clandinin
080-084-270
1083 Los Trancos Road

Prista Charuworn

22) By: _____
Sean A. Curran
080-084-280
1087 Los Trancos Road

23) By: _____
David L. Duncan
080-085-060
111 Carmel Way

Julie Duncan

24) By: _____
Lois DuBois
080-085-100
151 Carmel Way

25) By: _____
Stephen Wheeler
080-085-150
128 Carmel Way

26) By: _____
James H. Foster
080-085-230
136 Carmel Way

Sonia Crommie

27) By: _____
James W. Hanmer
080-085-320
107 Ramona Road

Daria King

28) By: _____
Ingrid B. Hardy
080-085-340
115 Ramona Road

29) By: _____
William E. Nelson
080-085-350
103 Carmel Way

Martha Sue Davis

30) By: _____
David L. Duncan
080-085-360
120 Carmel Way

Julie Duncan

31) By: _____
Claude Michael Beasley
080-085-370
127 Ramona Road

32) By: _____
Stephen M. Dunne
080-085-380
131 Ramona Road

Dorian Dunne

33) By: _____
Nicolas Rochard
080-091-010
1204 Los Trancos Road

Leigh Birch

34) By: _____
Robert J. Neuer
080-091-080
159 Los Trancos Circle

Nancy J. Neuer

35) By: _____
Jerald Hall Jensen
080-091-090
155 Los Trancos Circle

36) By: _____
John Paul Huetter
080-091-100
143 Los Trancos Circle

37) By: _____
JoAnn Loulan
080-091-110
151 Los Trancos Circle

Ronald Crawford

38) By: _____
Erik E. Simpson
080-091-120
147 Los Trancos Circle

Janet P. Simpson

39) By: _____
Gary Daniel MacGregor
080-091-170
1220 Los Trancos Road

40) By: _____
Grover T. Wickersham
080-092-060
No address - Foxwood Road

41) By: _____
Tore Gillbrand
080-092-100
1215 Los Trancos Road

Elizabeth Gillbrand

42) By: _____
Cindy Lee Russell
080-092-130
112 Foxwood Road

43) By: _____
Svend Aagesen
080-092-150
116 Foxwood Road

44) By: _____
Mark Weiss
080-092-160
124 Foxwood Road

45) By: _____
Carol Kemper
080-092-190
1203 Los Trancos Road

46) By: _____
Grover T. Wickersham
080-092-200
No address - Los Trancos Road

47) By: _____
Grover T. Wickersham
080-092-210
1227 Los Trancos Road

48) By: _____
Armin Staprans
080-100-240
159 Ramona Road

Lisa Staprans

49) By: _____
Keith Reeves
080-100-250
163 Ramona Road

50) By: _____
Norman Hardy
080-100-300
143 Ramona Road

51) By: _____
Peter Cowperthwaite
080-100-310
151 Ramona Road

Tracy Cowperthwaite

52) By: _____
Alexander M. Kostrikin
080-101-050
152 Ramona Road

53) By: _____
Gregory G. Van Hauser
080-101-110
1091 Los Trancos Road

54) By: _____
Marc Levaggi
080-101-120
125 Foxwood Road

Mary Kelley

55) By: _____
David A. Lowin
080-101-130
115 Foxwood Road

Jean M. Duvall

56) By: _____
Sean Riley
080-091-030
1216 Los Trancos Road

Judy Riley

57) By: _____
Stig Nybo
080-073-050
1196 Los Trancos Road

Holly Nybo

58) By: _____
Kenneth D. Wood
080-073-080
123 Los Trancos Circle

Clara W. Wong

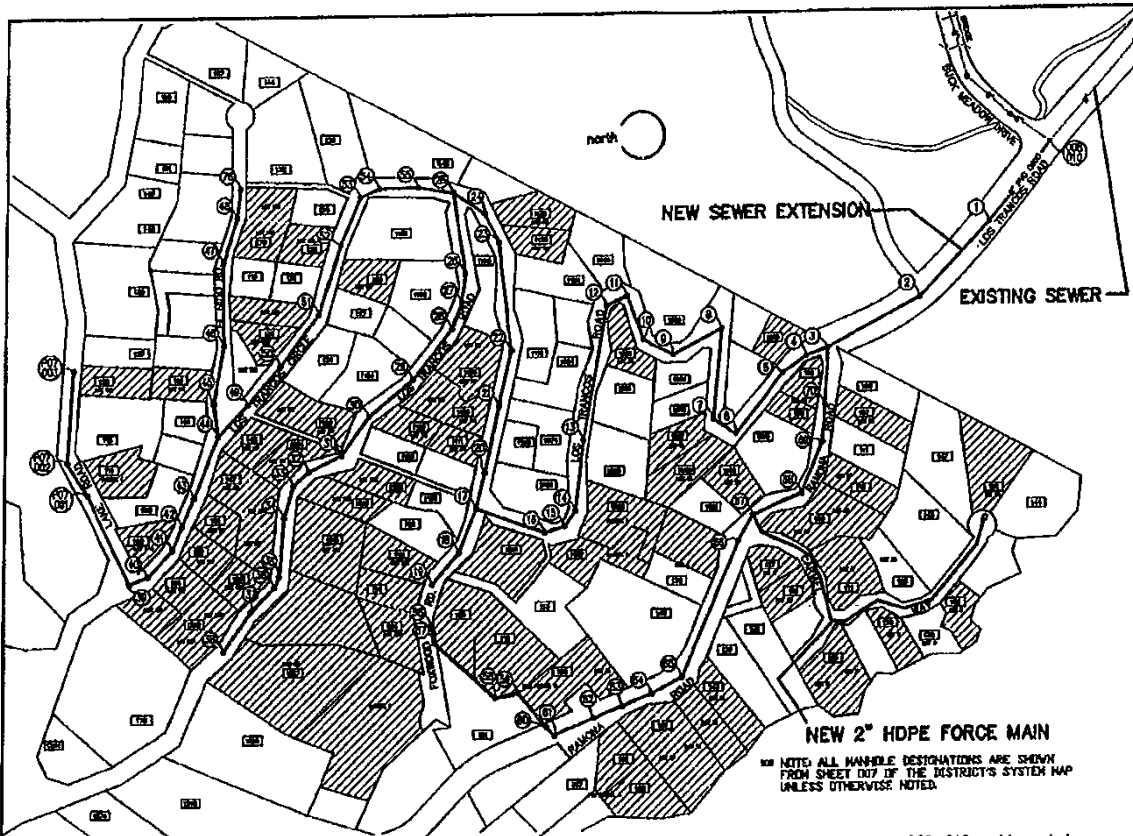
59) By: _____
Mary Ann H. Furda
080-084-160
1023 Los Trancos Road

60) By: _____
Janice L. Avilla
080-092-110
1207 Los Trancos Road

EXHIBIT 'C'

SEWERS 4 LOS TRANCOS NAMES OF PARTICIPANTS

<u>ASSESSOR PARCEL NUMBER</u>	<u>Name</u>	<u>PARCEL ADDRESS</u>
080-072-030	Kent Ryhorchuk & Cathy Brewer	124 Los Trancos Circle, Portola Valley, CA 94028
080-072-100	Yanting Zhang	270 El Nido Road, Portola Valley, CA 94028
080-072-220	Lynne Penek - Holden	103 El Nido Road, Portola Valley, CA 94028
080-072-280	Charles and Toni Markley	160 Los Trancos Circle, Portola Valley, CA 94028
080-072-280	David H. McMurtry	125 Lake Road, Portola Valley, CA 94028
080-072-360	Michael Piacente	136 Los Trancos Circle, Portola Valley, CA 94028
080-072-420	John Nightingale & Linda Drey - Nightingale	132 Los Trancos Circle, Portola Valley, CA 94028
080-072-440	Frazier Miller	111 Lake Road, Portola Valley, CA 94028
080-081-040	Thomas V. and Nusrat T. Urdal	1111 Los Trancos Road, Portola Valley, CA 94028
080-081-070	Heather Kirkby	1189 Los Trancos Road, Portola Valley, CA 94028
080-081-100	Victoria S. Sargent and Julian P. Lighton	1183 Los Trancos Road, Portola Valley, CA 94028
080-081-110	Lyn Louise Dearborn & Kevin Dearborn Olson	1185 Los Trancos Road, Portola Valley, CA 94028
080-082-260	Robert J. & Nancy J. Neuer	1136 Los Trancos Road, Portola Valley, CA 94028
080-083-020	Charles and Toni Markley	1008 Los Trancos Road, Portola Valley, CA 94028
080-084-010	Stephen Daane And Sheryl Garrett	106 Ramona Road, Portola Valley, CA 94028
080-084-020	Alan A. Burns and Patricia L. Burns	108 Ramona Road, Portola Valley, CA 94028
080-084-040	Scott Gamel and Jennifer Gamel	1019 Los Trancos Road, Portola Valley, CA 94028
080-084-130	Thomas W. Sisson and Susan W. Coons	1051 Los Trancos Road, Portola Valley, CA 94028
080-084-180	The Jensen Family Trust	1031 Los Trancos Road, Portola Valley, CA 94028
080-084-190	Bertin R. Chabot II	134 Ramona Road, Portola Valley, CA 94028
080-084-270	Thomas Robert Clandinin and Prista Charuworn	1083 Los Trancos Road, Portola Valley, CA 94028
080-084-280	Sean A. Curran	1087 Los Trancos Road, Portola Valley, CA 94028
080-085-060	David L. and Julie Duncan	111 Carmel Way, Portola Valley, CA 94028
080-085-100	Lois DuBois	151 Carmel Way, Portola Valley, CA 94028
080-085-150	Stephen J. Wheeler	128 Carmel Way, Portola Valley, CA 94028
080-085-230	James H. Foster and Sonia Crommie	136 Carmel Way, Portola Valley, CA 94028
080-085-320	James W. Hanmer and Daria King	107 Ramona Road, Portola Valley, CA 94028
080-085-340	Ingrid B. Hardy	115 Ramona Road, Portola Valley, CA 94028
080-085-350	William E. Nelson and Martha Sue Davis	103 Carmel Way, Portola Valley, CA 94028
080-085-360	David L. and Julie Duncan	120 Carmel Way, Portola Valley, CA 94028
080-085-370	Claude Michael Beasley	127 Ramona Road, Portola Valley, CA 94028
080-085-380	Stephen M. & Dorian Dunne	131 Ramona Road, Portola Valley, CA 94028
080-091-010	Nicolas Rochard & Leigh Birch	1204 Los Trancos Road, Portola Valley, CA 94028
080-091-080	Jane Catterson	159 Los Trancos Circle, Portola Valley, CA 94028
080-091-090	Jerald Hall Jensen	155 Los Trancos Circle, Portola Valley, CA 94028
080-091-100	John Paul Huetler	143 Los Trancos Circle, Portola Valley, CA 94028
080-091-110	JoAnn Loulan and Ronald Crawford	151 Los Trancos Circle, Portola Valley, CA 94028
080-091-120	Erik E. Simpson and Janel P. Simpson	147 Los Trancos Circle, Portola Valley, CA 94028
080-091-170	Gary Daniel MacGregor	1220 Los Trancos Road, Portola Valley, CA 94028
080-092-060	Grover T. Wickersham	No address - Foxwood Road, Portola Valley
080-092-100	Tore and Elizabeth Gillbrand	1215 Los Trancos Road, Portola Valley, CA 94028
080-092-130	Cindy Lee Russell	112 Foxwood Road, Portola Valley, CA 94028
080-092-150	Svend Aagesen	116 Foxwood Road, Portola Valley, CA 94028
080-092-160	Mark Weiss	124 Foxwood Road, Portola Valley, CA 94028
080-092-190	Carol Kemper	1203 Los Trancos Road, Portola Valley, CA 94028
080-092-200	Grover T. Wickersham	No address - Los Trancos Road
080-092-210	Grover T. Wickersham	1227 Los Trancos Road, Portola Valley, CA 94028
080-100-240	Armin Staprans and Lisa Staprans	159 Ramona Road, Portola Valley, CA 94028
080-100-250	Keith Reeves	163 Ramona Road, Portola Valley, CA 94028
080-100-300	Norman Hardy	143 Ramona Road, Portola Valley, CA 94028
080-100-310	Peter & Tracy Cowperthwaite	151 Ramona Road, Portola Valley, CA 94028
080-101-050	Alexander M. Kostrikin	152 Ramona Road, Portola Valley, CA 94028
080-101-110	Gregory G. Van Hauser	1091 Los Trancos Road, Portola Valley, CA 94028
080-101-120	Marc Levaggi and Mary Kelley	125 Foxwood Road, Portola Valley, CA 94028
080-101-130	David A. Lowin and Jean M. Duvall	115 Foxwood Road, Portola Valley, CA 94028
080-091-030	Sean Riley and Judy Riley	1216 Los Trancos Road, Portola Valley, CA 94028
080-073-050	Slig & Holly Nybo	1196 Los Trancos Road, Portola Valley
080-073-080	Kenneth D. Wood & Clara W. Wong	123 Los Trancos Circle, Portola Valley
080-084-160	Mary Ann H. Furda	1023 Los Trancos Road, Portola Valley
080-092-110	Janice L. Avilla	1207 Los Trancos Road, Portola Valley



NOTE: ALL MANHOLE DESIGNATIONS ARE SHOWN FROM SHEET 007 OF THE DISTRICT'S SYSTEM MAP UNLESS OTHERWISE NOTED.

Approximately 7,300 feet of eight-inch sanitary sewer gravity main starting from the District's Manhole designated as 008-010, said manhole being located at the intersection of Buck Meadow Drive and Los Trancos Thence from said manhole southeasterly along Los Trancos Road to the intersection of Los Trancos Road and Ramona Road and the District's Manhole designated as 007-003, a dividing point of the 8-inch gravity main extension; thence from said Manhole 007-003, southeasterly along Ramona Road to the intersection of Ramona Road and Carmel Way and the District's Manhole designated as 007-067, a connection point of the 8-inch gravity sewer main extension and the 2-inch force main extension.

Thence from said Manhole 007-067, northerly along Carmel Way to the end of the approximately 725 feet of 2-inch force main extension near lot 36, as shown on that certain map entitled "Los Trancos Woods Tract No. 1" recorded on August 6, 1928 in Book 17 of Maps at Page 14 and 15 in the Office of the Recorder of the County of San Mateo, State of California,

Thence from said Manhole 007-067 southeasterly along Ramona Road to District's Manhole designated as 007-060, thence southwesterly along an easement on the southerly line described of the lands as described in that certain Grant Deed recorded on May 17, 1988 in Instrument Number 88-060138 of Official Records, thence southerly and southwesterly along an easement on the southeasterly line described of the lands as described in that certain Grant Deed recorded on July 29, 1993 in Instrument Number 93-125732 of Official Records and that certain Grant Deed recorded in 2007 in Instrument Number 2007-02539, thence northwesterly to the end of the eight-inch gravity sewer along Foxwood Road near Lot 170 and the District's Manhole designation as 007-056, as shown on that certain map entitled "Los Trancos Woods Tract No. 2" recorded on March 21, 1929 in Book 17 of Maps at Page 38 in the Office of said Recorder,

Thence from said Manhole 007-003, southerly along Los Trancos Road to the intersection of Los Trancos Road and Foxwood Road and the District's Manhole designated as 007-017, another dividing point of the 8-inch gravity sewer main extension; thence from said Manhole 007-017, easterly along Foxwood Road to the end of the eight-inch gravity sewer along Foxwood Road near Lot 187 and the District's Manhole designation as 007-019, as shown on that certain map entitled "Los Trancos Woods Tract No. 2" recorded on March 21, 1929 in Book 17 of Maps at Page 38,

Thence from said Manhole 007-017, westerly along Los Trancos Road to the intersection of Los Trancos Road and Los Trancos Circle and the District's Manhole designation as 007-026, to another dividing point of the 8-inch gravity sewer main extension; thence from said Manhole 007-026, easterly along Los Trancos Road to the end of the eight-inch gravity sewer along Los Trancos Road near Lot 103 and the District's Manhole designation as 007-019, as shown on that certain map entitled "Los Trancos Woods Tract No. 2" recorded on March 21, 1929 in Book 17 of Maps at Page 38,

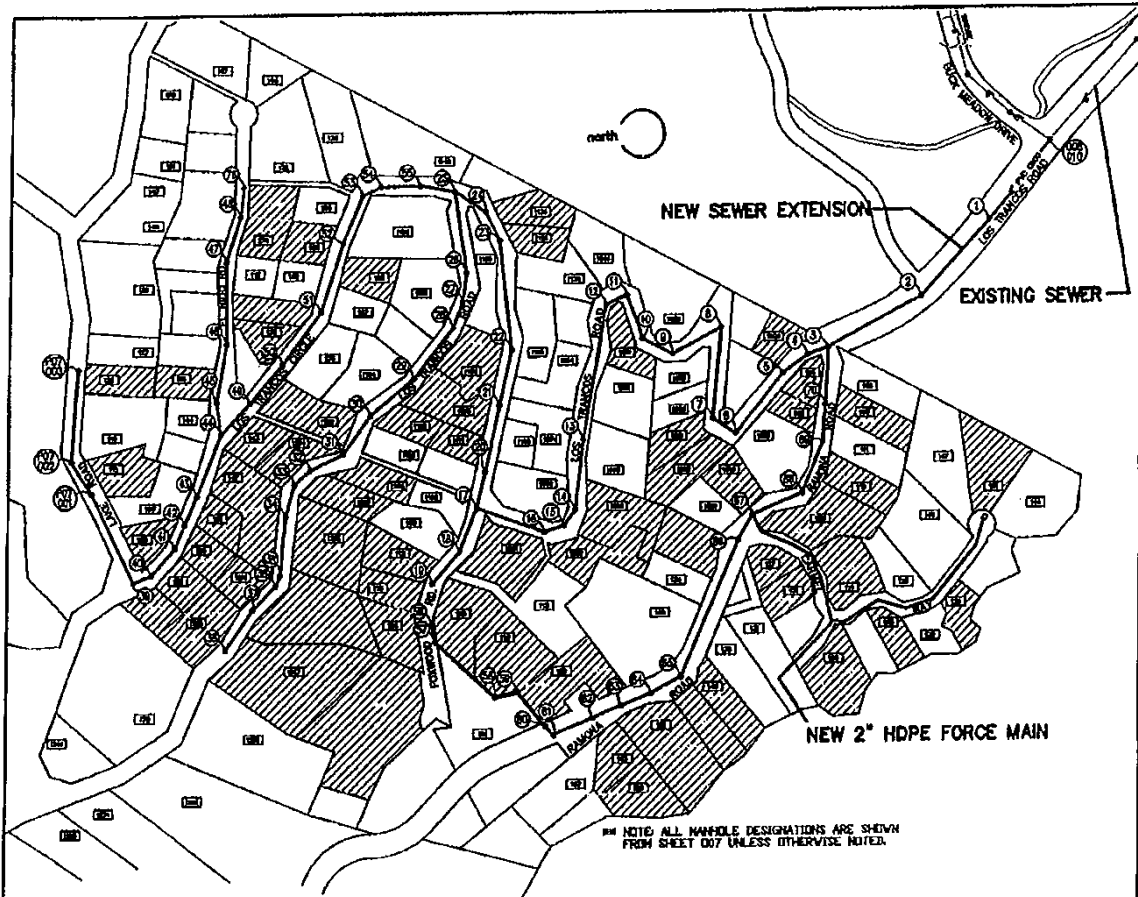
Thence from said Manhole 007-026, southerly and southeasterly along Los Trancos Road to the intersection of Los Trancos Circle and El Nido Road and the District's Manhole designation as 007-044, to another dividing point of the 8-inch gravity sewer main extension; thence from said Manhole 007-044, westerly along El Nido Road to the end of the eight-inch gravity sewer along El Nido Road near Lot 128 and the District's Manhole designation as 007-076, as shown on that certain map entitled "Los Trancos Woods Tract No. 2" recorded on March 21, 1929 in Book 17 of Maps at Page 38,

Thence from said Manhole 007-044, southeasterly along Los Trancos Road to the intersection of Los Trancos Circle and Lake Road; thence westerly along Lake Road to the end of the eight-inch gravity sewer extension along Lake Road to the District's Manhole designation as 007-003 and near Lot 150, as shown on that certain map entitled "Los Trancos Woods Tract No. 2" recorded on March 21, 1929 in Book 17 of Maps at Page 38.

WEST BAY SANITARY DISTRICT
LOS TRANCOS WOOD REIMBURSEMENT

EXHIBIT 'B'

W6SD1



NOTE: ALL MANHOLE DESIGNATIONS ARE SHOWN FROM SHEET 007 UNLESS OTHERWISE NOTED.

All that real property situated in an unincorporated community in the County of San Mateo, State of California, as Described as follows;

Being a portion of Lots 3, 4, and Lot A, and Lots 5, 7, 8, 10, 11, 12, 13, 14, 15, 18, 20, 23, 25, 27, 28, 29, 30, 31, 36, 37, 41, 42, 44, 68, 69, 72, 73, 74, 75, 78, and 79 as shown on that certain map entitled "Los Trancos Woods Tract No. 1" recorded on August 6, 1928 in Book 17 of Maps at Pages 14 and 15 in the Office of the Recorder of the County of San Mateo, State of California,

being also Lots 83, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 121, 123, 127, 128, 141, 145, and 150 and a portion of Lots 124, and 125 as shown on that certain map entitled "Los Trancos Woods Tract No. 2" recorded on March 21, 1929 in Book 17 of Maps at Page 38 in the Office of said Recorder,

being also Parcel 1 as shown on that certain map entitled "Parcel Map -- Being a Resubdivision of Lots 144, 146, and 147, "Map of Los Trancos Woods No. 2" (Vol. 17 Maps Pg 38)" recorded on January 16, 1974 in Book 23 of Parcel Maps at Page 29 in the Office of said Recorder,

being also Parcels 1 and 2 as shown on that certain map entitled "Parcel Map - Being a Lot Line Adjustment between Parcels "A" and "B" as shown on the Parcel Map" recorded on December 13, 1985 in Book 56 of Parcel Maps at Page 65 in the Office of said Recorder,

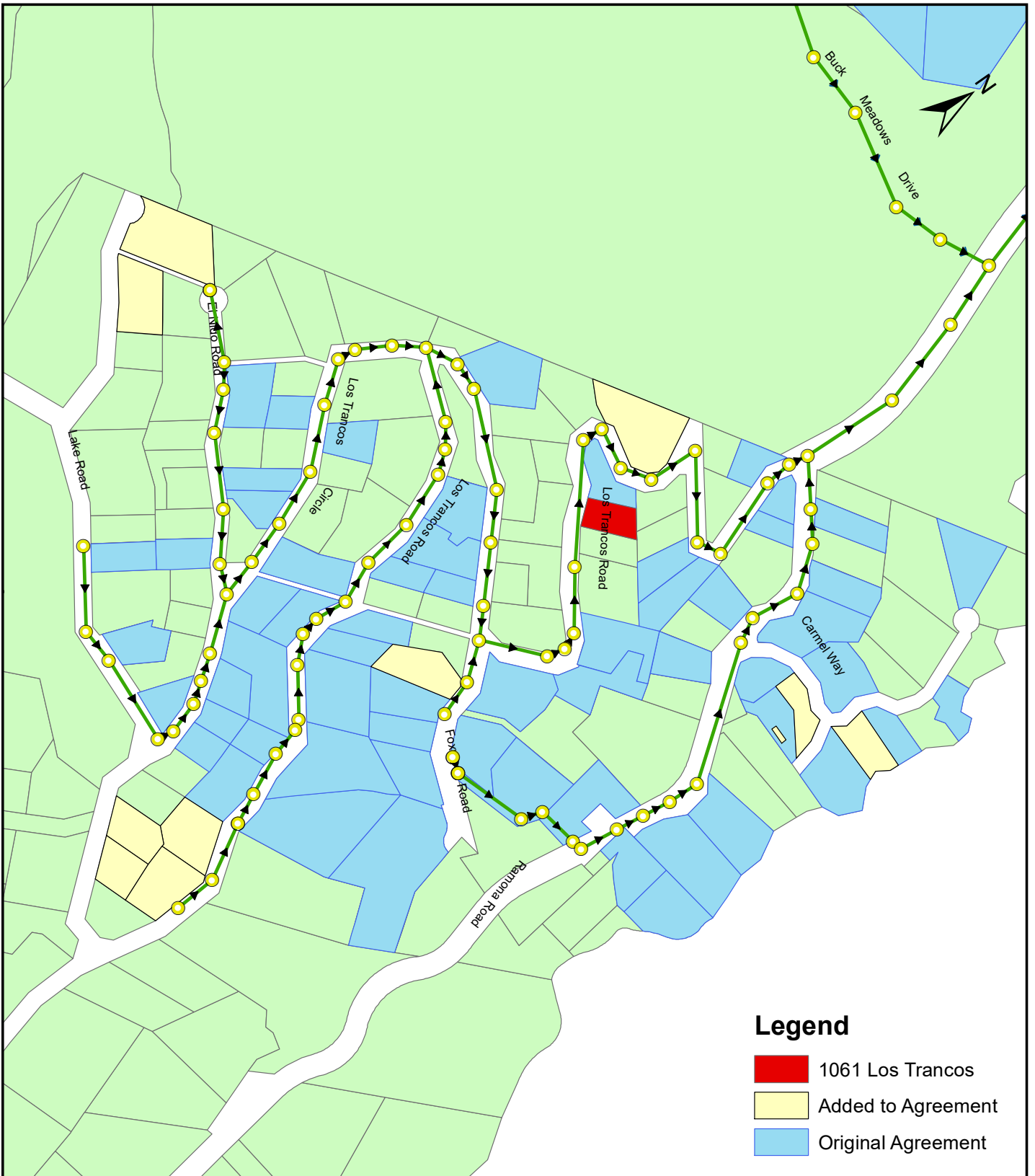
being also a portion of Lot 10 as shown on that certain map entitled "Map of the Partition of the Estate of Jose Antonio Martinez" recorded on November 14, 1896 in Book 2 of Maps at Pages 83 and 84 in the Office of said Recorder.

WEST BAY SANITARY DISTRICT
LOS TRANCOS WOOD REIMBURSEMENT

EXHIBIT 'A'
SITE LOCATION

WBSD1

SEWER 4 LOS TRANCOS EST. 2008



***BASED OFF MOST CURRENT DATA AVAILABLE**



To: Board of Directors
From: Sergio Ramirez, General Manager
Subject: General Manager's Report

1) Administrative:

- a. Staff has prepared the Sewer Maintenance and Operations Request for Proposals (RFP) for the City of East Palo Alto. The RFP is due on September 15th, 2023.
- b. The City of Menlo Park is hosting an open house and asked the District to participate. The open house is scheduled for September 16, 2023.

2) Finance:

- a. The Finance Manager and General Manager met with the State Revolving Fund (SRF) staff to discuss the Bayfront Recycled Water Facility's SRF loan. Apparently, when the State conducted a five-year outlook, the District did not meet the necessary revenues to service the debt in year FY2025/26 as required by the State. The shortfall is due to servicing the debt for Silicon Valley Clean Water. The Finance Manager reassured the State that the Board has prepared for such short fall through the newly established Treatment Plant Reserve. The State is reconsidering their analysis and will inform the District shortly. If the issue is not resolved, it could compromise the SRF loan or may require the District to approve a rate increase in 2025/26.
- b. Staff is working with LAFCo to add thirty-six parcels to the Tax Rate Area so they may be billed through the tax roll rather than manually each year. So far at least twenty-one addresses look promising.

3) CIP Projects:

a. Construction Capital Improvement Program (CIP):

- i. Ranger Pipelines has obtained the final permits required for the Bayfront Park Sewer Improvements Project but has suggested we push the project back to the spring of 2024 due to expected winter weather.
- ii. Casey Construction is working diligently on the Point Repair Project. Several manhole-to-manhole pipe segments have been completed thus far.

b. Levee Improvement Project:

- i. The Levee Improvement Project was awarded to Anderson Pacific. Anderson Pacific has met with staff onsite to discuss the project and begin to layout the work.

4) Information Technology (IT):

- a. Staff continues to work with Central Square on the new online permit system.

5) Operations and Maintenance:

a. Collection System:

- i. Staff is preparing a staff report to purchase a new dump truck included in the FY2023/34 budget.

- b. **Pump Facilities:**
 - i. The pump station telemetry upgrade project is on hold while we determine if the consultant/contractor will be paying prevailing wage as part of the proposal. If not, the District may have to go out to bid.
 - c. **Training:**
 - i. The General Manager will discuss with the Board upcoming training and the recent safety record of no lost time due to accidents.
- 6) **Water Quality:**
- a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. Casey Construction has completed a substantial portion of the Avy Altschul Pump Station project. The contractor is waiting for the electrical panel in order to complete the work.
 - ii. Staff and Woodard & Curran are working with the State on the final budget adjustment for the Avy Altschul Pump Station SRF loan.
 - iii. The SHGCC pond has been refilled with approximately two million gallons of reclaimed water.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. The Recycle Water Committee met to discuss the progress made in the 30% design. A meeting will be scheduled with META to discuss the progress.
 - c. **Woodside Recycled Water Facility (WRWF):**
 - i. The Woodside Recycled Water Facility feasibility study will conclude soon and will be brought to the Board.
- 7) **Fleet and Facilities:**
- a. **Vehicle Maintenance:**
 - i. The new EV Charging Policy will be incorporated into the Personnel Policy and will come before the Board on September 27, 2023.
- 8) **Personnel:**
- i. Recruitment for a Maintenance Worker began in late July.
- 9) **Upcoming Events:**
- a. **Next Regular Board Meetings:** Wednesdays, September 27th and October 11th.
- 10) **Misc. Items:**
- a. **West Bay:** The General Manager will update the Board on miscellaneous items related to District operations.
 - b. **Town of Los Altos Hills:** Staff continues to provide maintenance and support to the Town.
 - c. **Town of Woodside:** Staff continues to provide maintenance and support to the Town.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Discussion and Direction on the 2023 Master Plan Study

Woodard & Curran and Vivian Housen, P.E. with VH Housen & Associates will give a presentation on the draft 2023 Master Plan. The Board will participate in discussion and provide direction.

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WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*
Todd Reese, Office & Communications Manager

Subject: *2024 Solid Waste and Recycling Collection Rate Study
Workshop, Discussion, and Direction*

BACKGROUND

As a member of the South Bayside Waste Management Authority (SBWMA), West Bay Sanitary District, as well as the other Member Agencies is closing the thirteenth year of the Collection Services provided by Recology San Mateo County. The transition to these services commencing on January 1, 2011 has been significant in not just the expanded scope of services but also on diversion of materials from landfill. We've seen significant increases in residential recycling and organic materials collection while solid waste generation has significantly decreased. The collection services include more convenient weekly collection of single stream recycling, organic materials (yard trimmings and food scraps) and solid waste. The Shoreway Environmental Center will undergo substantial capital improvements to facilitate single stream recycling service provided by Recology, enhance onsite public recycling activities, provide for fire suppression, and improve the quality of the recyclables.

ANALYSIS

HF&H Consultants, LLC was contracted this year to perform a rate analysis for the 2024 rates. The rate study will look into rates that are more in line with "Cost for Service" and will look at rates for residential and commercial services as they relate to SB1383. HF&H will provide the Board with rate scenarios to consider. If a new rate structure is approved, a Prop 218 notice will be required.

Fiscal Impact

No Fiscal Impact currently.

Recommendation

Staff recommends discussion and feedback from the Board of Directors in order to provide direction on proceeding with the rate study and present to the Board a rate structure recommendation on October 11, 2023, and set a 2024 rate Public Hearing.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Discussion and Direction on the City of East Palo Alto Request for Proposal for Sanitary Sewer System Operations and Maintenance

Background

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

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

Subsequently the Town of Los Altos Hills and the Town of Woodside formally issued Request for Proposals and the District submitted two proposals. Both towns entered into separate interagency agreements for sanitary sewer operation and maintenance (O&M) services with the District. The District provides O&M services for 54 miles of pipeline and two pump stations for the Town of Los Altos Hills and 4 miles of pipeline and two pump stations for the Town of Woodside.

The City of East Palo Alto (City) applied to the San Mateo Local Agency Formation Commission (LAFCo) to establish the East Palo Alto Sanitary District (EPASD) as a subsidiary district to the City. As part of the LAFCo application process, the City must demonstrate how it intends to provide O&M of the existing EPASD facilities should LAFCo approve the City's subsidiary district application. The City published a Request for Qualifications for Sanitary Sewer System Operations and Maintenance Services (RFQ) to identify potentially qualified Contractors that may be invited to a separate, Request for Proposal process. The City received one Statement of Qualifications (SOQ) from West Bay Sanitary District (WBSD) and City Council confirmed WBSD is qualified

to provide a proposal in response to the Request for Proposal (RFP).

EPASD currently provides wastewater collection service to portions of the communities of Menlo Park and East Palo Alto, located in San Mateo County in the San Francisco Bay Area. EPASD's service area is primarily residential with several commercial and industrial parcels. EPASD's service area encompasses nearly 1.84 square miles and approximately 35 miles of collection system pipeline. The area is contiguous to the WBSD's service area. WBSD currently serves approximately 1/3 of the residents in the City of East Palo Alto. Primarily in the northern part of the City from Newbridge Street and Willow Road to Illinois Street and Bay Road. The RFP is due to the City on September 15, 2023.

Analysis

The requested scope for services includes:

1. Project Management and Reporting
2. Collection System Operations and Maintenance: Cleaning
3. Collection System Operations and Maintenance: CCTV Inspection
4. Sanitary Sewer Overflow Responses
5. Maintenance of CMMS Database and GIS Mapping
6. Inspection and Support Services

The proposal was prepared so that it provides compensation that covers the cost of providing the assets to complete the service (both human and capital assets).

Furthermore, certain assumptions were made regarding the EPASD collection system and current maintenance schedules. Adjustments to the proposed costs may be necessary during the interagency agreement negotiations.

Fiscal Impact

The fiscal impact to WBSD could be approximately \$1,450,560.00 in annual revenue or \$1,720,512.00 if all options are exercised including providing pipeline repair services.

Recommendation

The General Manager recommends the Board discuss and provide direction on the RFP submittal.

Attachments: 1 EPA RFP Request
 2 West Bay Response to RFP
 3 O&M Approach Summary & Cost

Report to the District Board for the Regular Meeting of September 13, 2023

Request for Proposal (RFP)

SANITARY SEWER SYSTEM OPERATIONS AND MAINTENANCE



July 3, 2023

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1 Introduction

The City of East Palo Alto (City) recently applied to the San Mateo Local Agency Formation Commission (LAFCo) to establish the East Palo Alto Sanitary District (EPASD) as a subsidiary district to the City. As part of the LAFCo application process, the City must demonstrate how it intends to provide operation and maintenance of the existing EPASD facilities should LAFCo approve the City's subsidiary district application. The City previously published a Request for Qualifications for Sanitary Sewer System Operations and Maintenance Services (RFQ) to identify potentially qualified Contractors that may be invited to a separate, future Request for Proposal process. The City received one Statement of Qualifications (SOQ) from West Bay Sanitary District (WBSD) and City Council confirmed that WBSD is qualified to provide a proposal in response to this Request for Proposal (RFP).

1.1 City General Information and Governance

The following sections provide general information regarding the City governance structure and financial reporting requirements:

The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 30,545 people. East Palo Alto is one of California's most vibrant and diverse communities located in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located to international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto consists of youthful, diverse, and hard-working individuals.

The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for its multi-cultural community. The City fiscal year begins on July 1 and ends on June 30. City Hall is located at 2415 University Avenue., East Palo Alto, CA 94303.

1.2 Background and City Intention

EPASD currently provides wastewater collection service to portions of the communities of Menlo Park and East Palo Alto, located in San Mateo County in the San Francisco Bay Area. EPASD operates and maintains the collection system in accordance with the requirements of the State Water Resources Control Board, as administered through the Statewide SSO Waste Discharge Requirements and RWQCB Sewer System Management Plan guidelines. EPASD's service area is primarily residential with several commercial and industrial parcels. EPASD's service area encompasses nearly 1.84 square miles. EPASD's collection system is a gravity system with approximately 70 percent of the existing pipelines being six-inch (6-in) diameter. The larger collector lines range between 8-in diameter and 24-in diameter including a siphon beneath the San Francisquito Creek.

All sanitary sewer flows are conveyed to the Palo Alto Regional Water Quality Control Plan (PARWQCP) where flows are treated and discharged to the San Francisco Bay. According to the existing agreement between City of Palo Alto (Palo Alto) and EPASD, EPASD has flow capacity rights to convey up to 3.06 million gallons per day (MGD) on an annual average flow (AAF) basis to the PARWQCP, which is equivalent to 7.64-percent of the total capacity. The agreement further indicates that Palo Alto will make available 2.9 MGD average dry weather flow (ADWF) capacity for EPASD's utilization.

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

1.3 Bidders List

Following the "Request for Qualifications SANITARY SEWER SYSTEM OPERATIONS" which closed on April 14, 2023, only the following bidders have been approved by the East Palo Alto City Council via Resolution 54-2023:

- West Bay Sanitary District

2 Scope of Work

The requested scope of services includes:

Task 1: Project Management and Reporting

- Preparation of a preliminary written operations and maintenance plan detailing routine and non-routine operation and maintenance to be performed in accordance with the EPASD Sanitary Sewer Management Plan (SSMP), State Water Quality Control Board (SWQCB) Statewide General Waste Discharge Requirements (WDR), Order No. 2006- 0003-DWQ, existing agreement with Palo Alto, and applicable Laws and Regulations. This preliminary operations and maintenance plan is anticipated to be for the initial six months of operation that will be revisited and updated by the Contractor. The operations and maintenance plan will include:
 - The contractor's recommended linear footage of pipe that will be flushed each month;

- The contractor's recommend linear footage of pipe and number of manholes that will be inspected each month; and
- Summary of communication protocols with the City.
- Preparation of a revised written operations and maintenance plan following the initial six months of operation to reflect modifications to recommended flushing program, inspection program, and identify any critical "hot spot" repairs that should be completed. The revised operations and maintenance plan will be reviewed with the City prior to the end of the initial six months of operation and will also identify requests to modification, if any, of the proposed costs (see Section 4.2.3 of this RFP for more details).
- Preparation and submittal of monthly operations reports in both electronic and hard copy format. Reports will include a description of all work performed within each month at each facility, metered flows, and anticipated or recommended repairs or upgrades to be made to any facility or equipment. Reports will generally be submitted within 15 days after the end of each monthly period.
- Preparation of an emergency operation plan for the system.
- Monthly management report that includes an executive summary, description of all work performed in the month, listing of any adverse conditions found or immediate actions required, list of SSOs including cause and actions taken, CMMS update status, work schedule for the following 90 calendar days, and recommendations for capital improvement or operational changes. The contractor will also perform an annual audit required by the SSMP, prepare finding, and submit the report to the City at the end of the calendar year.

All plans will be submitted in draft form to the City for review and comment within the first month of the contract. Contractor will update the plans to address City comments and issue the final plans within 10 business days of receipt of City's comments.

Task 2: Collection System Operations and Maintenance: Cleaning

Cleaning and Flushing of sewer mains will include, at a minimum, the following tasks:

- Contractor will submit a maintenance plan and schedule using the CMMS system for cleaning and flushing of ROW lines in the street within the first month of contract and provide updates on the 15th day of every month thereafter. Plan will be designed to reduce and eliminate stoppages, sanitary sewer overflows (SSO's), and sanitary sewer backups. Submit updated plan and schedule a month ahead of time indicating areas to be flushed and cleaned for City's review and approval.
- Contractor will be responsible for maintaining all sewer mains in the road right-of-way.
- Maintenance work will include thorough cleaning to remove and capture roots, debris, fats, oils, and grease. Contractor will provide traffic control as needed and

all labor and materials to flush and clean a minimum of amount of linear feet (measured in one direction) of pipe per month in accordance with the Contractor's operation and maintenance plan. The contractor will prioritize flushing and cleaning efforts to reduce the overflow incidents. The contractor will utilize high pressure jet flushing, power rodding, hand rodding and other methods to maintain the lines.

- The contractor will have the following equipment available at any given time for maintaining lines: I- High pressure jet flushing unit with a built in vacuum, I- power rodding machine, I- hand rodding setup.
- Contractor will utilize the City's manhole and segment numbering system when recording maintenance efforts in the CMMS system.
- Contractor will be required to provide monthly reports of all work performed including total sewer line footage cleaned and notify Town of problem areas needing attention and/or actions, including but not limited to missing manhole or mislabeled information from the City's map. Monthly reports to be received no later than the 15th day of the month following the performance of work
- Contractor will develop a hot spot list and flush and clean the sewers with a history of stoppages at regular intervals of 3, 6, or 12 months or more as necessary depending upon the frequency of recurring stoppages.
- Contractor will provide proactive and preventive sewer main maintenance to reduce and eliminate stoppages, sanitary sewer overflows (SSOs), and sanitary sewer backups.

Task 3: Collection System Operations and Maintenance: Inspection

CCTV Inspection of sewer mains and manholes will include, at a minimum, the following tasks:

- The goal of the CCTV program is to complete the minimum linear footage of inspection recommended by the contractor. Provide CCTV schedule a month ahead of time indicating areas to be cleaned and videoed for City's review and approval.
- After cleaning, the pipeline sections between manholes will be visually inspected by means of closed-circuit television camera. The inspection will be done one complete pipeline section at a time and the flow in the section will be suitably controlled. Video inspect, record and document the condition of the entire stretch of pipe from the upstream manhole centerline to the downstream manhole centerline including inspection of each manhole structure. The contractor will use NASSCO PACP rating system for rating all defects observed within each pipe segment. All CCTV data will be linked to the CMMS system daily as work is performed.
- Digital media recordings submitted to the City on a (one TB) hard drive. Two (2) hard drives will be needed and one will be submitted at the end of the first month

and the second will be submitted at the end of the second month at which time the contractor will pickup the first hard drive to be used on alternating months for the duration of the contract. Title to all the recordings will transfer to the City.

Task 4: Sanitary Sewer Overflow Responses

Sanitary Sewer Overflow (SSO) response will include, at a minimum, the following tasks:

- Contractor will respond to all SSOs.
- Contractor will enter SSO event details into the CMMS system.
- Contractor will first contact City staff, during off hours, when responding to a SSO.
- Contractor is required to respond to each SSO within one hour of receiving a report thereof and provide notification to all applicable regulating agencies within required timeframe , “Monitoring and Reporting Program” requirements from State Water Resources Control Board and “New Sanitary Sewer Overflow Notification Procedures (NP) for Sanitary Sewer Collection System” requirements from California Regional Water Quality Control Board.
- The contractor will be responsible for, but not limited to, providing traffic control as needed, containing the sewage spill, cleaning and disinfecting of the affected area of spill, relieving the stoppage and eliminating the cause of stoppage, installation of sandbags, barricades and signage, etc.. The contractor will make every effort to protect all drainage facilities and especially the waters of the State of California. If the sewage back up has caused property damage, coordinate with the City to engage the services of cleaning company.
- Contractor will document SSO events by taking photos and submit them with the written SSOs report to the Town via email within four-working-hours of completing the emergency response. (For example, if a SSO response is completed at 7pm on a Friday evening, the report will require to be submitted by 12pm on the following Monday.)
- Upon completion of emergency work, contractor will submit a report to the City estimating the gallons of sewer spilled, gallons retrieved, and volumes discharged to the waters of the State.
- Contractor will perform CCTV video inspection of the blockage area by the next business day of SSO incident, determine the cause of the SSO and provide a digital copy to the City within 24 hours of obtaining the CCTV data.
- The contractor will have the equipment available at any given time (within one hour of notification) for response to SSO’s including but not limited to a spill response vehicle equipped with spill containment materials (trash pump with hoses, containment material, cleanup materials, traffic control and warning signage, etc..). Other equipment needed following the initial SSO assessment

include: 1- mounted mini high pressure jet flushing setup, 1- power sodding machine, 1- hand sodding setup.

- The contract price paid for Bid Item #4 includes SSO response in the ROW per month of the contract regardless of the quantity of SSO's per month. The goal is to minimize the quantity and amount of SSO's throughout the SSCS by providing prioritized maintenance schedules to minimize the risk of SSO's throughout the system.

Task 5: Maintenance of CMMS Database and GIS Mapping

Maintenance of CMMS Database and GIS mapping will include, at a minimum, the following tasks:

- Contractor will propose CMMS software for use in maintenance record keeping and advanced planning for operation and maintenance. The database and mapping features within the CMMS will utilize the most current GIS assets contained in the GIS database. The contractor will deliver or make available reports on a monthly basis related to maintenance activities completed and planned for the coming month using the CMMS system. The contractor will provide one seat license and real time access to the CMMS software for the duration of the contract. The contractor will review past maintenance history to develop a Hot Spot list of segments that need to be cleaned more frequently. All future CCTV will also be linked to the CMMS system for quick access to the records. All cleaning, CCTV, PACP ratings, lateral locations, pipe conditions, changes and additions will be entered into the CMMS/GIS system in a timely manner. The contractor will utilize a CMMS software capable of exporting all maintenance history data on the sewer system into a database format. The contractor will deliver to the City a complete database export of all maintenance history upon completion or termination of the Contract Term.
- Contractor will assist the City to develop the annual Capital Improvement Program (CIP) by providing recommendations for point repair, pipe rehabilitation, pipe replacement, and other key capital improvements that are required to improve the capacity and reliability of the collection system to reduce the potential for SSOs. Contractor will provide its recommended CIP to the City at least one month in advance for the City and Contractor's agreed to CIP development meeting that will generally occur in the first quarter of the calendar year to allow City staff to develop the proposed annual budget for City Council review and approval.
- Contractor will utilize ESRI GIS ArcInfo mapping software (Version 10.3 or greater), or approved equal, for maintaining additions or corrections to the base map and database. The contractor will make up to 10 hours of corrections or additions to the map monthly with authorization by the City Engineer. The contractor will utilize a GIS mapping software capable of exporting all data on the sewer system into a shapefile format. The contractor will deliver to the City a

complete shapefile or file geodatabase export of all feature class layers upon completion or termination of the Contract Term.

Task 6: Inspection and Support Services

Inspection and Support Services will include, at a minimum, the following tasks:

- Provide Underground Service Alert (USA) mark out services of the EPASD sanitary sewer lines for 1) routine USA mark out notifications and 2) after hours emergency calls (4:30 pm – 8:30 am Monday through Fridays, and weekends, Saturdays and Sundays and Town observed holidays).
- Provide inspection services for sewer connections.
- Administer a Fats, Oils, and Grease (FOG) Compliance Program.
- In collaboration with the City, develop and administer a public outreach program including but not limited to description of routine maintenance activities, new service application process, sanitary sewer lateral inspection requirements, and other key items that the contractor may recommend.

3 Proposal and Project Timeline and Contacts

3.1 Key Dates (Subject to Minor Modifications) ¹

RFP Issued	July 3, 2023
Pre-Submittal Conference	July 12, 2023
Deadline for Respondents to Submit RFP Questions	July 21, 2023
Deadline for City to Respond to Submitted Questions via Addendum	July 28, 2023
RFP Due Date	August 11, 2023 at 4pm

3.2 Contacts

Please forward any questions regarding the RFP to Greg Henry, Senior Management Analyst, ghenry@cityofepa.org

The deadline to submit questions for this RFP is July 21, 2023 @ 4 PM. The City will issue an addendum to this RFP no later than July 28, 2023, with all questions/answers that were submitted prior to the deadline.

¹ Any changes to the timeline will be documented via a published addendum.

4 Proposal Guidelines

4.1 General Guidelines

Failure to comply with the requirements set forth in this RFP may result in disqualification. Submissions and/or modifications received after the hour and date specified above will not be accepted. Submitted Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding Contractor is solely responsible for all costs related to the preparation of the Proposal.

The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any submission. Acceptance of any submission submitted pursuant to this RFP will not constitute any implied intent to enter into a contract.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Contractors, or to allow corrections of errors or omissions. At the discretion of the City, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all Proposals submitted and to use any idea(s) in a Proposal regardless of whether that Proposal is selected. All Proposals, including any materials submitted as part of this RFP process, are presumed to be public records and may be released pursuant to applicable law after a contract is fully executed with the City. Contractors are therefore discouraged from submitting confidential or privileged (e.g., trade secret) information as the City may be required to produce such information without prior notice to the Contractor. Submission of a Proposal indicates acceptance by the Contractor of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the Contractor selected.

Each proposal will adhere to the following order and content of sections. Proposals should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

4.2 Proposal Sections

4.2.1 Letter of Transmittal

A signed letter of transmittal briefly stating the Contractor's understanding of the work to be completed, the commitment to perform the work, and a statement why the Contractor

believes itself to be the best qualified to perform the engagement. List all subcontractors, if any.

The letter will make a declarative statement that the Contractor has reviewed all aspects of the RFP including the City’s insurance requirements, the City’s proposed contractor services agreement (Attachment A), and agrees with these documents. If the Contractor has concerns, those concerns will be identified in the letter.

4.2.2 Technical Response

The Proposal will address all scope items identified in Section 3 of this RFP. The proposal will be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP. While additional data may be presented, the following subjects must be included and will represent the criteria against which the proposal will be evaluated:

- Written scope of services demonstrating the contractor’s approach to deliver the requested scope of services.
- Additional tasks that contractor recommends be included in the scope of services to meet the level of service described in this RFP.
- Description of number of staff, equipment, and supplies that will be provided by the contractor to deliver the requested scope of services.
- Other key information deemed necessary by the contractor.

4.2.3 Cost Proposal

Complete the Price Proposal on the following page based on the Measurement and Payment description included following the table:

Sanitary Sewer System Operations, Maintenance, and Management Services				
Bid Item	Quantity	Unit	Unit Price	Item Total
Task 1: Project Management and Reporting	1	Month		
Task 2: Operation and Maintenance: Cleaning	1	Linear Feet		
Task 3: Operation and Maintenance: Inspection	1	Linear Feet		
Task 4: Sanitary Sewer Overflow Response	1	Month		
Task 5: Maintenance of CMMS Database and GIS Mapping	1	Hour		
Task 6: Inspection and Support Services	1	Hour		

Measurement and Payment:

- Bid Item No. 1: Develop initial plans described in the scope of services, maintain each month, and provide all required reporting to the City outlined in the scope of services. Measurement and payment for this bid item will be paid per month of service rendered.
- Bid Item No. 2: Implement the cleaning and flushing program recommended by the contractor. No segment will be repeated until all mainlines are cleaned and flushed once, with the exception of any hot spot schedules developed by the contractor and approved by the City. The contract price paid for this Bid Item will include traffic control, all labor, material, preparation and clean-up work, documentation and reporting, entering details in the CMMS, and all other items necessary to provide the services required. Measurement and payment for this bid item will be paid per linear foot of pipe cleaned and entered into the CMMS system.
- Bid Item No. 3: Implement the CCTV inspection program recommended by the contractor. No segment will be repeated until all mainlines are cleaned and flushed once, with the exception of any hot spot schedules developed by the contractor and approved by the City. The contract price paid for this Bid Item will include traffic control, all labor, material, preparation and clean-up work, documentation and reporting, entering details in the CMMS, and all other items necessary to provide the services required. Measurement and payment for this bid item will be paid per linear foot of pipe inspected, rated per PACP standards, and entered into the CMMS system.
- Bid Item No. 4: Respond to SSOs and comply with notification requirements established by the State and Regional Water Quality Control Boards. The contract price paid for this Bid Item will include traffic control, all labor, material, preparation and clean-up work, documentation and reporting, entering details in the CMMS, follow up CCTV inspections of the problematic sections to investigate and determine the cause of the overflow and all other items necessary to provide the services required. Clean-up work will include but not be limited to using all reasonable efforts to recover as much of the SSO as possible. Checking the mainline and the lateral is included in this bid item. Measurement and payment for this bid item will be paid per linear foot of pipe inspected, rated per PACP standards, and entered into the CMMS system. Measurement and payment for this bid item will be paid per month of service rendered regardless of the number of SSOs.

Bid Item No. 5: The GIS line, point and polygon features for the sewer system will need to be modified on a monthly basis to incorporate new CIP projects and discrepancies/clarifications found in the field. All GIS changes will be tracked in a spreadsheet format indicating the type of changes, location, time to complete each edit, and who made the edit to the system. Measurement and payment for this bid item will be paid per hour.

Bid Item No. 6: Provide on-call USA response services, sewer lateral inspection, administer FOG compliance program, and support the City, as requested, for the public outreach. Track all services in a spreadsheet format indicating the task performed, time to complete, and who provided the service. Measurement and payment for this bid item will be paid per hour.

4.3 Submission Requirements

4.3.1 General Requirements

Cost proposals must be delivered, in hard copy, in person or by mail to the City to:

City of East Palo Alto
Office of the City Clerk – BID Sanitary Sewer O&M Services
James Colin, City Clerk
2415 University Avenue, 2nd FL
East Palo Alto, CA 94303

All Proposals should be limited to no more than 30 pages including titles, cover letters, resumes, and other information deemed necessary by the potential Contractor to demonstrate its experience.

5 Evaluation Process and Selection Criteria

The project’s core implementation team, comprised of City staff, will be responsible for the Proposal evaluations. This team, in accordance with the criteria listed below, will evaluate all Proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City will consider the ability, capacity, skill, character, integrity, reputation, judgment, expertise, in addition to previous and current quality of performance, compliance with applicable laws, and bidder’s financial resources, ability to perform under contractor and provide future maintenance or service related to the contract, in the awarding a contract for the project.

The City will undertake the following evaluation process:

- The City will review and evaluate all submitted documents received in response to the Proposal.
- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview (including a demonstration of capabilities) one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to establish a shortlist of Contractors without conducting interviews.

6 General Conditions

Contractors are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a Proposal, Contractor represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that Contractor has conducted such additional investigation as it deems necessary and convenient, that Contractor is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Contractor has reviewed and inspected all materials submitted in response to this RFP. Once the Contractor has been selected, a failure to have read the conditions, instructions, and specifications herein will not be cause to alter the contract or for Contractor to request additional compensation.

6.1 Non-Discrimination Requirement

By submitting a proposal, the Contractor represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition and will comply with the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

Contractor and its subsidiaries will comply with all applicable federal, state, and local laws, rules and regulations regarding nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition, or physical handicap. Contractor agrees to abide by the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

6.2 Indemnification

Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Contractor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of

or in connection with Contractor's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

6.3 Insurance

Below is the City's general insurance requirements. The City reserves the right to require additional insurance if required by the unique nature of a future agreement for Sanitary Sewer System Operations and Maintenance.

- **Commercial General Liability Insurance:** Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
- **Automobile Liability Insurance:** Contractor shall take out and maintain during the life of this Agreement such Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for any one (1) person, and One Million Dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
- **Worker's Compensation and Employer's Liability Insurance:** Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

- Professional Liability Insurance: Contractor shall take out and maintain during the life of this Agreement a policy of professional liability insurance, protecting it against claims arising out of the acts, errors, or omissions of Contractor pursuant to this Agreement, in the amount of not less than One Million Dollars (\$1,000,000) per claim. The professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- Broader Insurance Coverage: If Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
- Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors, and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
- Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents, independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). All certificates and endorsements are to be received and approved by the City Attorney's Office at least five days before Contractor commences work to be performed pursuant to the agreement.

6.4 Conditions of Proposal Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a Proposal in response to this RFP, or to procure or contract for any services. The City reserves the right to: waive any minor irregularities or informalities contained within an RFP, and/or reject any or all proposals received as a result of this request, and negotiate with any qualified contractor, or to cancel the RFP in part or whole. The City reserves the right to award in whole or in part, by item or group of items, by section or geographic area, when such action serves the best interests of the

City. The City and Contractor may agree to add additional areas to the contract by mutual agreement later. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

NOTE: All proposals and related materials submitted in response to this RFP/RFQ will become property of the City and as such may be disclosed in accordance with applicable law, including without limitation the California Public Records Act, without further notice to the bidder. By submitting any proposal or related materials, bidder is advised and acknowledges that nothing submitted or provided by the bidder is privileged, confidential, proprietary, or protected in any manner by patent, trademark, trade secret, copyright, or otherwise constitutes intellectual property of the bidder or some third party.

City of East Palo Alto Standard Contractor and Professional Services Agreement



**A PROPOSAL FOR
THE CITY OF EAST PALO ALTO**

SANITARY SEWER SYSTEM OPERATIONS - **DRAFT**



SEPTEMBER 15, 2023

Serving Our Community Since 1902



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DRAFT



September 15, 2023

Mr. Greg Henry, Senior Management Analyst
City of East Palo Alto
2415 University Ave.
East Palo Alto, CA 94303

Dear Mr. Henry,

West Bay Sanitary District (WBSD) is pleased to submit the following Proposal in response to the City of East Palo Alto's (City) Request for Proposal (RFP) for Sanitary Sewer System Operations, dated July 3, 2023 and is interested in a five (5) year interagency agreement.

WBSD has provided a very high level of wastewater system management, operations, and maintenance, implementing a progressive maintenance strategy gained through our inception in 1902. In addition, we bring expertise in computerized maintenance management systems (CMMS), a fleet of new innovative equipment and tools, and the ability to make in-house pipeline repairs.

Our longevity stems from over a century of our commitment to a continuously high level of service. Our team will apply that same philosophy and approach in carefully designing services to improve system performance throughout the community of East Palo Alto. We have the knowledge, ability, and availability to provide ongoing support for the City as it transitions the East Palo Sanitary District (EPASD) into a subsidiary district of the City. WBSD is familiar with the EPASD system, having assisted in response to sewer issues in the past throughout the District. Furthermore, WBSD is contiguous to EPASD, which leads to efficient response.

WBSD can offer a fresh perspective to improve cost-efficiency while maintaining a seamless continuum of work for all sanitary system operations and maintenance throughout EPASD's service areas. As General Manager of the WBSD, I will serve as your main point of contact. We have reviewed all aspects of the RFP and agree with the following modifications:

- The City will remain Legally Responsible Officer.
- WBSD will evaluate the City's sewer system equipment and facilities to use for this purpose.
- SSMP and SERP updates will require outside consultant services.
- Sanitary Sewer Overflows / Spills will be charged per incident.
- Category I spills will be charged at time and material.
- WBSD and the City will agree to a five (5) year term.

Please call or email if you have any questions regarding this RFP. We look forward to further discussions with the City.

Very truly yours,


Sergio Ramirez
West Bay Sanitary District



2. Technical Response

Introduction

West Bay Sanitary District (West Bay), an independent Special District formed in 1902, provides wastewater collection and conveyance services to the City of Menlo Park, Atherton, Portola Valley, and areas of East Palo Alto, Woodside, and unincorporated San Mateo and Santa Clara Counties. West Bay conveys raw wastewater to Silicon Valley Clean Water (formerly South Bayside System Authority) for treatment and discharge to San Francisco Bay.

We are dedicated to protecting the public health and the environment by providing cost-effective sanitary sewer service for approximately 207 miles of pipelines, 12 pump and lift stations, and 90 STEP/Grinder pump systems.

We understand the City is seeking proposals for operations and maintenance of the EPASD's current Sanitary Sewer collection system should it establish the District as a subsidiary of the City. These services also include all aspects of facility management, operation, and maintenance of the entire System's gravity sewers and siphons— with seventy percent of the existing pipelines being 6-inch diameter and the larger collector lines ranging between 8 and 30-in in diameter, including a dual siphon under the San Francisquito Creek. Flows are conveyed to the Palo Alto Regional Water Quality Control Plant (PARWQCP) for treatment before discharge into San Francisco Bay.



For the purpose of this proposal, West Bay has assumed to provide 24/7 emergency service response, maintain 30 miles of sewer system, flushing main pipelines from 650 manholes a minimum of twice per year, and CCTV inspection of the entire system per EPASD website (see exhibit A.) In addition, West Bay will provide CMMS data management, construction inspections, Fat's Oils, & Grease inspections, as well as providing service call support including Underground Service Alert markings.



West Bay Sanitary District will provide the same excellent Level of Service to the City as it provides to adjacent service areas.

Our Team

Our proposed Principal in Charge, Sergio Ramirez, is the WBSD General Manager, holds a Grade IV certification in Collection System Maintenance, and has over 29 years of experience managing and maintaining sewer collection systems and lift stations.

A team of experienced maintenance staff will support Sergio.



Principal In Charge: Sergio Ramirez

Sergio is the West Bay General Manager and our organization's natural leader. His experience has grown over 29 years through work as a private sewer maintenance provider, and as an employee of Castro Valley Sanitary District and the City of Foster City, before joining West Bay in 2010. Sergio is active in CWEA and currently serves as the Director for the Santa Clara Valley Section.

Education: Bachelor's Degree in Business Administration from Notre Dame de Namur University of Belmont CA. as well as, Management and General Education course work at Chabot College, Hayward, CA.

Licenses/Certificates: California Water Environment Association (CWEA) Collection System Maintenance Grade IV; CWEA Collection Person of the Year award in 1998 and Supervisor of the Year award in 2003. Director, Santa Clara Valley Section (2014).



Pipeline Maintenance Lead: Bob Hulsmann

Bob is the Operations Superintendent and joined the West Bay team in 2010. He has over 30 years of experience in sewer collections. Before joining the West Bay Team, he gained knowledge and experience working with a private pump repair and maintenance shop and as a lead with the City of San Mateo.

Education: Collections Operations coursework – Sacramento State University, Coursework in General Supervision – Skyline College

Licenses/Certificates CWEA Collection System Maintenance Grade IV; CWEA Mechanical Technologist Grade III; CWEA Electrical Instrumentation Person of the Year 2013. Bob is currently a CWEA Santa Clara Valley Section Collections Committee member.

Responsibilities: Bob will manage day-to-day Operation and Maintenance activities, including cleaning, CCTV inspection, root control as desired by the City, and as-needed oversight of construction and rehabilitation activities. Bob will also manage the team, budget, equipment, and emergency response. Key responsibilities include review of daily work, results, and productivity; addressing calls from the public; and planning mid-range and long-range work. He is an experienced supervisor with solid communication skills.



Capital Improvement Program Manager: Fariborz Heydari, P.E.

Education: Civil Engineering – San Jose State University

Licenses/Certificates: Registered Professional Engineer, P.E. California 82438; FEMA Elevation & Floodplain Management Training; South Bay Water Recycling Site Supervisor; Traffic Control Technician & Traffic Control Flagger Certificate of Training; SF Bay RWQCB Construction Site Compliance for Water Quality Protection; Access Management Traffic Manual Certificate; Cross-Connection Control Program Specialist from University of Southern California.

Responsibilities: Fariborz brings over 25 years of municipal expertise in Utilities and Capital Improvement Programs (CIP) – executing a wide range of professional services for the public sector. Serving as the team's CIP Manager, he will lead the design and/or construction of improvements and/or major upgrades for capital improvements as authorized by the City. Fariborz will provide Capital planning support, including supporting the development of a master plan, developing annual capital improvement budgets, optimizing the capital improvement program, potentially developing construction drawings, reviewing deliverables prepared by outside engineering consultants, and providing overall project management. Fariborz will also manage the effort for grant funding support, including identifying potential grants, federal earmarks, and state loans. Support would include helping staff determine the best course of action in obtaining outside funding, preparing grant applications, developing supporting material, administering grant programs including all required reporting, and participating in meetings with potential grant funding agencies.



Water Quality Manager (Source Control):

Education: Utility Management, Pretreatment and Collections Operations coursework – California State University, Sacramento; Financial Management – Cornell University

Licenses/Certificates: California Water Environment Association - Collection System Maintenance Grade IV; California Water Environment Association - Environmental Compliance Inspector Grade I; California Water Environment Association – Santa Clara Collections Committee Past Chair; Professional Safety Institute – Certified Safety Management Specialist

Responsibilities: Under the general direction of the General Manager, performs technical, supervisory and administrative duties related to industrial & commercial wastewater control, environmental compliance, recycled water; is designated as a Legally Responsible Officer (LRO) for reporting & certifying Sanitary Sewer Overflows (SSO's), monitors federal and state regulations, prepares regulatory reports, manages quality control the Safety & Health Program, is responsible for maintaining related business plans and manages the operation of the Recycled Water Treatment Facility. The Water Quality Manager manages the Water Quality Department to ensure compliance with the District's Code of General Regulations and all applicable federal, state, and local environmental regulations and permits.



Staff Certifications

Our staff is certified and rewarded for continuing their professional development. Our team members are also heavily involved in the California Water Environment Association (CWEA). Our contacts in this leading organization give us access to a wide range of resources and solutions to help improve operations.

WBSD is also the Lead Agency in a grassroots effort called the Collection System of the Future. Through this project, nine Bay Area agencies have come together and, over the next year, will brainstorm and find common solutions to our highest-priority agency management challenges. If selected, WBSD will share lessons learned from this significant effort.

California Water Environment Association Certificate Holders

Certificate	Employee	WBSD Position
Collections Grade 4	Ramirez	General Manager
Collections Grade 4 / Mechanical Technologist Grade 3	Hulsmann	Operations Superintendent
Collections Grade 4/Environmental Compliance Grade 1	Beyer	Water Quality Manager
Collections Grade 3	Scheidt	Assistant Operations Superintendent
Collections Grade 3	Cortez	Operations Supervisor
Collections Grade 3 / NASSCO PACP Certified	Madrigal	Field Supervisor – CCTV
Wastewater Operator 3	Green	Water Quality Supervisor/Operator
Collections Grade 3 / Environmental Comp Grade 1/Mech Tech 1	Marquez	Pump Facility Supervisor
Collections Grade 3 / Mechanical Technologist Grade 1	Nanni	Utility Worker
Collections Grade 2	Argueta-Ramos	Field Supervisor - Rehab
Collections Grade 2 / NASSCO PACP Certified	Kinder	Pipeline Inspection (CCTV) Technician
Collections Grade 2	Proia	Rehab Technician
Collections Grade 2	Santos	Field Supervisor
Collections Grade 2 / Mechanical Technologist Grade 2	Ambriz	Maintenance Worker
Collections Grade 2/	Sandoval	Source Control Inspector
Environmental Compliance Grade 1		
Collections Grade 1	Avila	Maintenance Worker
Collections Grade 1	Lolohea	Maintenance Worker
Collections Grade 1 / Environmental Compliance Grade 1	Patino	Source Control Inspector
Mechanical Technologist Grade 1	Sanchez	Construction Inspector

CWEA Committee Involvement

- ◆ Sergio Ramirez Santa Clara Valley Section – CWEA Technical Certification Program Faculty. Past Board Member of Santa Clara and San Francisco Bay Sections. Past State CWEA Collection System Chairman.
- ◆ Jed Beyer Santa Clara Valley Section, Collection System Committee, Past Chair
- ◆ Bob Hulsmann Santa Clara Valley Section, Collection Committee Active Member
- ◆ Damian Madrigal Santa Clara Valley Section, Collection System Committee Chair
- ◆ Heath Cortez Santa Clara Valley Section, Collection Committee Active Member



In addition, District staff have various affiliations with CASA, BACWA, ABAG, CSDA, and WEF



2.1 Qualifications & Experience

West Bay Sanitary District (West Bay) has been providing O&M services for wastewater collection and conveyance services for more than twelve decades to the City of Menlo Park, Atherton, Portola Valley, and areas of East Palo Alto, Woodside, and unincorporated San Mateo and Santa Clara Counties. It has provided support to EPASD when called upon. Dedicated to protecting public health and the environment by delivering cost-effective sanitary sewer service, we are committed to providing customers with wastewater disposal services utilizing the highest technical, environmental, and safety standards available. This also includes ensuring the fiscal viability of our District by applying sound business principles while providing the optimum operation of our infrastructure through professional maintenance and replacement practices.

The District has provided mutual aid services for the Town of Los Altos Hills and the Town of Woodside for over ten years. In 2014 the District entered into an agreement to provide Operation and Maintenance Services to both towns. The District also provides Fats, Oils, and Grease Inspections as well as emergency response. We invite the City to contact these references provided in Section 4.

Our history encompasses experience with numerous Capital Program Management for capital programs over \$30 million, including securing grant application funding of over \$9 million through a State Water Board grant and a National Fish and Wildlife Grant. The District is close to securing \$66.6 million in a State Revolving Fund loan which includes \$14 million in grants.

WBSD currently serves the surrounding areas of EPASD's service areas. With the depth of our current in-house team, structure, and innovative tools, we can provide the City with the professional services the community deserves.

Insurance

As a District serving the contiguous areas under EPASD's current jurisdiction, we hold the Certificates of insurance the City requires, including Comprehensive General Liability, Property Damage & Bodily Injury Liability, Automobile Liability, Workman's Compensation and Employees Liability, Pollution Prevention Liability, and Professional Liability. WBSD will furnish the City Certificates of insurance per the RFQs scope of work if selected.

FOG Program Experience

Our Source Control Inspectors perform routine inspections of commercial and industrial businesses with Grease Traps, Interceptors & Oil Water Separators within the Districts' sphere of influence. Inspections ensure compliance with discharge limits per the District's Code of General Regulations and state and local ordinances. Personnel performing maintenance activities within the collection system report observations to the Maintenance Superintendent. Field reports noting FOG-related comments are forwarded to the Regulatory Compliance Department for follow-up investigation and mitigation.

The District Source Control Inspectors perform; sampling and flow monitoring, sanitary sewer overflow response, respond to odor complaints and ensure facilities comply with the District's Code of General Regulations. Staff also works with outside agencies, i.e., Fire Department and the San Mateo Environmental County Health Department.



All FOG-related inspections occur regularly on a monthly, quarterly, and annual basis. This inspection schedule is based on historical inspection documents. Those facilities noted as "Non-Compliant" are frequently re-inspected until compliance is obtained. If "Enforcement Action" is required, the District works with the San Mateo County Environmental Health Department and the City/Town Code Enforcement Officers to ensure compliance with regulations promptly.

The District's "Code of General Regulations" provides the legal framework for enforcing illicit discharges to the collection system. This code enables the Source Control Department to protect the integrity of the collection system.

Public Outreach & Communications

WBSD has served and collaborated with the public for over 120 years. As seen in greater detail in Section 4, successfully serving our community requires executing maintenance, project, and emergency activities simultaneously with effective public outreach campaigns to residents and businesses to keep them apprised of our work and minimize disruptions. We accomplish this by disseminating planning communications through multiple channels, including but not limited to public meetings and town halls, mailings, signage, websites, and social media.

3. References

Agencies are trying to do more with less, and this approach can be successful only if agencies can collaborate with others to fill in needed gaps in operations and maintenance. In 2013, as part of the development of the West Bay Strategic Plan, the West Bay Sanitary District Board determined that providing shared and contract services with neighboring agencies should be a priority.

Our team is in complete agreement with the Board's objectives. As wastewater collection system community leaders, we actively seek contract maintenance opportunities. We currently provide stormwater and sewer cleaning services to the Town of Los Altos Hills, sewer cleaning services to the East Palo Alto Sanitary District, and stormwater cleaning services to the City of Menlo Park.

We are proud of our O&M approach, work ethic, and our leadership in the community. We encourage you to contact the references below to learn more about our team members and their contributions to the wastewater community.

Peter Pirnejad, Town Manager

Town of Los Altos Hills
26379 Fremont Road, Los Altos Hills, CA 94062
(650) 941-7222 | ppirnejad@losaltoshills.ca.gov

Kevin Bryant, Town Manager

Town of Woodside
2955 Woodside Road, Woodside, CA 94062
(650) 851-6790 | kbryant@woodsidetown.org



In addition, we invite the City to review our most recent 2022 West Bay Sanitary District Annual Performance Measurement Report at: <https://westbaysanitary.org/wp-content/uploads/2023/09/FINAL-2022-PMR.pdf>

The Performance Measurement Report tracks West Bay's progress against established objectives that follow the WaterEUM (a national group of water and wastewater organizations in collaboration with the EPA) Elements of Effective Utility Management:

- ◆ Product Quality
- ◆ Customer Service
- ◆ Employee and Leadership Development
- ◆ Resource Optimization
- ◆ Financial Viability
- ◆ Infrastructure Stability
- ◆ Operational Resiliency
- ◆ Community Sustainability
- ◆ Stakeholder Understanding and Support

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4. O&M Approach

Sewer System Management & Maintenance Experience

West Bay has operated and maintained its wastewater collection system for over 121 years. Our proposed team members have significant experience leading Bay Area agencies in maintaining wastewater collection pipes and pump stations. Over the past decade, we have replaced or augmented our equipment and tools with state-of-the-art cleaning and inspection technology to supplement our staff resources. West Bay also maintains a mechanical shop where we store sufficient spare pipes and pumps to address emergency needs and rebuild pumps routinely.

If selected, West Bay will provide the complete O&M services for the Sanitary Sewer Collection System, including all gravity sewer lines, siphons, and EPASD's Collection System components to ensure a free-flowing system conveying all sanitary sewerage to the PARWQCP. This also includes the preparation of O&M plans encompassing routine and non-routine work to be performed per EPASD's SSMP, SWQCB Statewide General Waste Discharge Requirements Order No. 2006-003-DWQ, existing agreement with Palo Alto, and all applicable laws and regulations involved.

West Bay proposes:

Evaluate the existing SSMP for current compliance and make adjustments as necessary.

A new SSMP will be developed by Fisher Compliance after 12 months of operation for a one-time estimated fee of \$30k.

A new Spill Emergency Response Plan (SERP) will be developed by Fisher Compliance for a one-time estimated fee of \$10k.

West Bay will provide Monthly Reporting $\$634 \times 12 = \$7,618$

West Bay will provide Management Summary Report (20 hrs. per month) 240 hours per year at \$168 per hour = \$40,320 (Management to include CMMS database entry, adjustments to maintenance schedules, repair recommendations, and annual SSMP update recommendations.)



Pipeline Clearing

Using a combination hydro jet-vacuum truck, pipes are cleaned using various tools such as the Warthog, Chain Flail, SuperNova, Root Saws, and Sand nozzles. West Bay also employs the use of Spartan Sewer Cleaning Machines, Electric Eel sewer cleaning machines, and hand rods where access is limited or where mechanical methods may cause damage to existing pipes. *In addition, WBSD still hand rods in locations inaccessible to other equipment to supplement the hydro-jet trucks.*

Small Pipes, 4 to 10 inch, are on a 12 to 16-month maintenance schedule. Medium pipes, 12 to 21 inches, are cleaned every 36 months, and larger pipes are cleaned on a 60-month cycle. Pipe segments on a higher frequency schedule, otherwise known as a Hot Spot schedule, are pipes that require a 1, 3 or 6-month cleaning schedule. A High Frequency Schedule is given to specific pipe segments with spill history or known maintenance issues.

West Bay proposes to:

Clean 35 miles or 184,800 feet of mainline pipe two times per year for a total of 70 miles/369,600 feet annually and enter data into a CMMS. West Bay does not Power Rod but could Hydro Rootsaw line segments with severe roots. In addition, West Bay will perform High Frequency (Hot Spot) Cleaning: West Bay will clean up to 10 miles or 52,800 feet of High Frequency pipe segments requiring one-to-three-month cleaning frequencies. (See Exhibit B)

Cleaning information is based on EPASD's website link: <https://www.epasd.com/residents/things-you-should-know> and;

SSMP information is based on EPASD's website link:

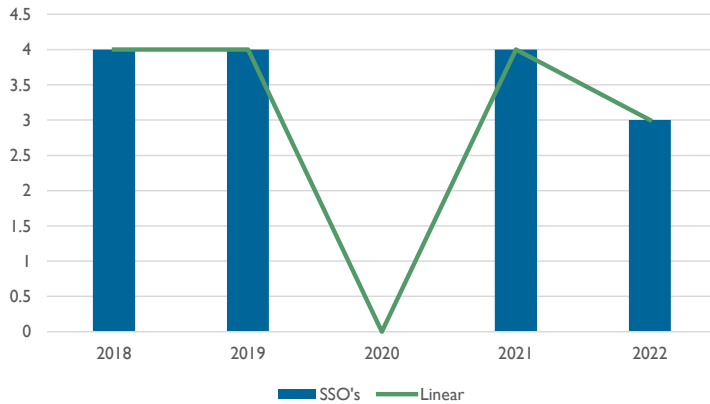
<https://www.epasd.com/home/showpublisheddocument/4567/637647141584870000>

Regarding SSOs, WBSD conducts a Post Spill Assessment (PSA) on every mainline section where an SSO has occurred and televises the pipe within two (2) working days of the SSO. WBSD has a "Find It-Fix It" policy for SSOs. A review of the CCTV assessment determines whether a High-Frequency schedule is assigned to the mainline section or a Point Repair or rehabilitation is scheduled via the Capital Improvement Program. Following this process, we have prevented repeat SSOs and have decreased.





Sanitary Sewer Overflow (SSOs)



Using our "Find it-Fix it" approach, we have controlled repeat SSOs & systematically reduced them from all causes.

West Bay Proposes to:

Evaluate and follow the City's SSMP and Emergency Response Plan, if appropriate, by responding to Spills and Service Calls within one hour and will collect necessary data and perform spill estimations to help determine the Category of the Spill. West Bay will supply the City with a full Spill report to be submitted to the State. The City will be responsible to report the final Spill report in the California Integrated Water Quality System (CIWQS) - the computer system used by the State and Regional Water Quality Control Boards. The City is required to register a Legally Responsible Officer. This task will be invoiced per incident for Category 2, 3, & 4 spills (12-month costs assumes 3 spills per year.) Cost per incident is \$2,775.31. This includes a CCTV inspection to assess the reason for the spill so that the City may prioritize the repair or replacement of the pipe segment.

Category 1 spills of any volume of sewer discharge into surface water will be invoiced separately at cost using time and material. Such spills may require sampling of creeks and streams, bypass pumping, and other mitigation measures.

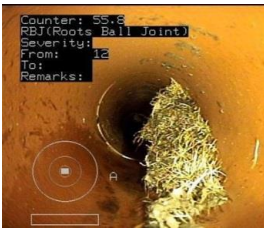


CCTV Inspection

WBSD crews own two fully equipped CCTV inspection vans and complete CCTV inspection of the collection system on a six (6) year cycle. Crews are now inspecting the system for the fourth time. Each time the system is inspected new defects or maintenance issues are discovered. In addition to a review of existing pipelines, WBSD performs CCTV inspection on newly installed pipelines and pipelines that have experienced SSOs. CCTV data in the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment & Certification Program (PACP) format is stored in the CMMS. We also CCTV inspect several lines per month as part of our ongoing Quality Control program to verify that sewer mains have been cleaned adequately. All CCTV field staff are NASSCO PACP certified.

West Bay proposes to:

Complete CCTV inspection of approximately 35 miles or 184,800 feet of mainline pipe in year one. In year two West Bay will complete CCTV inspection of 10 miles or 52,800 feet per year for the next three years. CCTV data will be uploaded in a CMMS with PACP coding. This will help prioritize a revised PM cleaning schedule and refine the High Frequency Cleaning List, as well as support the Capital Improvement Program. After the second complete cycle of CCTV assessments, the CCTV schedule may be refined in year five. CCTV inspection and data upload management is \$2.85 per foot X 184,800 feet = \$526,680.00 in year one. The CCTV assessment will include hydro jet cleaning as necessary to properly assess the pipeline.



West Bay follows a 6-year inspection cycle and uses CCTV for post-SSO evaluations and pipe cleaning QA/QC.



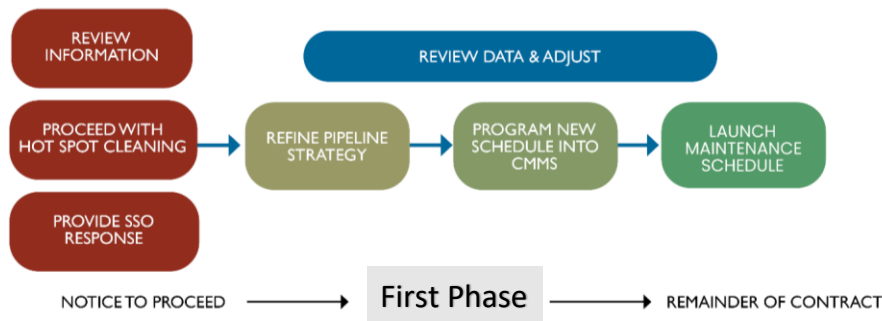
Example Progressive Cleaning Matrix as described above, includes a progressive approach to addressing needs on a rolling basis. Our cleaning approach includes the collection and monitoring of cleaning data. We adjust cleaning frequencies based on this information to ensure that high-frequency cleaning occurs where needed and clean pipes don't get unnecessarily re-cleaned. This process improves cleaning efficiency and reduces costs.

	CLEAR	LIGHT	MODERATE	HEAVY
DEBRIS	NO OBSERVABLE DEBRIS	MINOR AMOUNTS (1 – 2 passes)	MODERATE AMOUNTS (3 – 4 passes)	SIGNIFICANT AMOUNTS (4+ passes, operator concern for future stoppage)
GREASE	NO OBSERVABLE GREASE	MINOR AMOUNTS (15 min. or less to clean, 1 – 2 passes)	SMALL "CHUNKS," NO "LOGS" (5 – 30 min. to clean, 3 – 4 passes)	BIG "CHUNKS" OR "LOGS" (4+ passes, operator concern for future stoppage)
ROOTS	NO OBSERVABLE ROOTS	MINOR AMOUNTS (1 – 2 passes)	THIN, STRINGY ROOTS – NO "CLUMPS" (3 – 4 passes)	THICK ROOTS, LARGE "CLUMPS" (4+ passes, operator concern for future stoppage)
DEBRIS – STRUCTURAL PIPE FRAGMENTS, SOIL, ROCK, ETC.	NO OBSERVABLE MATERIALS	MINOR AMOUNTS Specify material (if possible)	MODERATE AMOUNTS PER LINE SEGMENT Specify material	SIGNIFICANT AMOUNTS per line segment (Specify material, operator concern for future stoppage)
ACTION	DECREASE FREQUENCY TO NEXT LEVEL after 2 clear results (e.g., 6 to 12 mos.)	CONTINUE CURRENT MAINTENANCE FREQUENCY	INCREASE MAINTENANCE FREQUENCY TO NEXT LEVEL (e.g., 6 to 3 mos.). Submit follow-up for CCTV assessment.	INCREASE MAINTENANCE FREQUENCY TO NEXT LEVEL (e.g., 6 to 3 mos.). Submit follow-up for CCTV assessment.



The following tasks and costs demonstrate the services that closely reflect how WBSD conducts its system maintenance and closely reflect the City's need for inspection services for sewer connections. Our crews are already in or near East Palo Alto neighborhoods, serving the adjacent community of Portola Valley and some parcels in Santa Clara County. Our day-to-day activities can be easily extended to serve the EPASD.

West Bay's typical implementation schedule with other agencies is shown in the figure below.



Pipeline Repairs



An essential part of controlling sanitary sewer overflows within the collection system is the ability to make point repairs when significant pipeline defects are present. In addition to digging up and replacing damaged pipe sections, since 2010, the District has used a trenchless pipe repair method called "Pipe Patch." Pipe Patch works much like a stint, adding support to the wall of the pipe from the interior and sealing off joints and cracks from roots and groundwater intrusion. *West Bay uses non-destructive repair methods in locations where dig-ups are not required or feasible.* WBSD's Pipe Patch equipment, materials, and expertise are available to the City upon request.

Other Pipeline Preventive Maintenance Activities

Root Foaming: By implementing a root foaming program for approximately 25 percent of our System, WBSD has almost eliminated SSOs in some neighborhoods. We are fortunate to have secured excellent pricing for this service, which Duke's Root Control provides. As part of our services, and if desired by the City, WBSD will extend this pricing to the City.



Source Control: The best place to address the issues that could create SSOs in the System is at the source. WBSD's service area hosts several food service establishments and residents that have historically disposed of fats, oils, and grease (FOG) through the kitchen sink drain. In 2013, through aggressive outreach and a dedicated source control program, WBSD had no SSOs related to FOG.



Disposal of other items besides FOG is of growing concern. For example, disposable wipes are increasing as a contributor to blockages and SSOs and are also challenging to manage during the wastewater treatment process. In addition to FOG outreach, our staff educates our communities about properly disposing of these and other harmful items. This program can be extended to the EPASD community if desired.

SmartCover® Technology: A valuable component of our operating strategy has been using SmartCovers. SmartCovers have an electronics package attached to the underside of the manhole cover that sets off an alarm when flow rises above normal levels (or the manhole cover is opened). We have located the units in easements that are difficult to access or are close to a waterway, requiring rapid response. Historically, these devices have prevented dozens of potential SSOs. As an optional service, WBSD may recommend strategically placing Smart Covers in the EPASD areas and monitoring activity as measured by the devices.

Addressing Collection System Maintenance Challenges

As a District, understanding how to approach specific maintenance challenges is paramount. Our team members encounter and address collection system challenges daily. The following examples show our expertise in providing cost-effective solutions to four common obstacles WBSD encounters:

- ◆ Regulatory Compliance
- ◆ Providing Timely and Effective Emergency Response
- ◆ Addressing Odor Control
- ◆ Maintaining Positive Interactions with the Public

Addressing Regulatory Compliance

Solution – A Proactive Maintenance Approach Protects the City from Regulatory Scrutiny

Achieving Regulatory Compliance requires proactive planning, including routine tasks that we have integrated into our approach.

- ◆ Proactive cleaning and inspection strategies
- ◆ Clear productivity goals, reinforced with work product quality assurance
- ◆ Frequent employee training
- ◆ Reliability, modern equipment
- ◆ Strategic pipeline replacements involving conventional and trenchless technologies

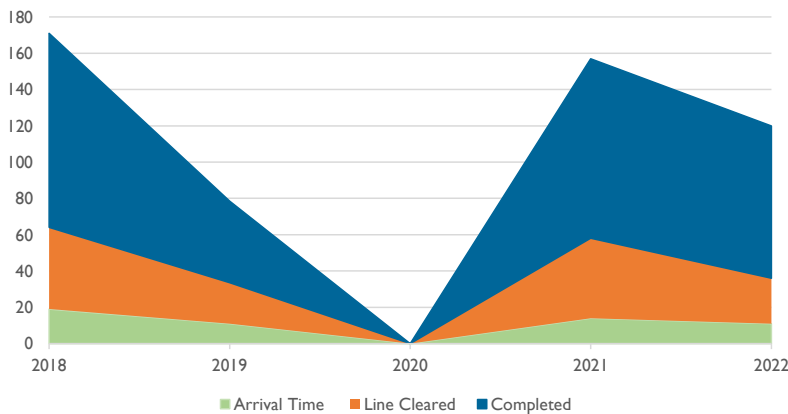
Providing Timely and Effective Emergency Response

Readiness is the Key to Rapid Field Response



West Bay prides itself on our response time to calls. In the last few years, we have cut response time in roughly half. Response time to SSOs in 2022 was approximately 10 minutes. Within this time, the on-call employee would receive the call and drive to the site.

Average Response Time to Mitigate SSOs
(Regular Hours - Minutes)



Commented [SR1]: @Bobby Hulsmann what happened to 2020

Commented [BH2R1]: this chart is for response to SSOs and we did not have one that year. We discussed changing it to Call Out response but the paragraph preceding the chart talks about SSOs

Commented [SR3R1]: @Bobby Hulsmann we should put a disclaimer on that

Simple yet effective process changes allowed West Bay to reduce after-hours response time by over half. Our staff are committed to rapid response and extends this commitment to the City. In 2020 the District did not experience a spill, so the response time was zero.

SSO response is our first priority, and all our staff, including our proposed team members, are trained to respond to emergencies, including 24/7 response to sewer system emergencies.

WBSD developed a comprehensive Sewer System Management Plan (SSMP) and Spill Emergency Response Plan (SERP) that are available through our website at <http://westbaysanitary.org/education/what-we-do/>



We have a fleet of dedicated SSO response vehicles and equipment, including a First Responder truck and jet-vac combo cleaner, trailer-mounted bypass pumping equipment, and a ditch witch vacuum excavation and cleanup trailer.

Our team is well-trained in SSO response, containment, cleanup, sampling, and reporting. We are trained in the SSO estimating procedures and other response activities used throughout the industry. We will follow the City's OERP or SERP and will also integrate key

aspects of WBSD's SSMP and OERP or SERP response procedures, where these procedures further improve service.



Communication is Key

We have learned that navigating any challenge successfully requires we keep the lines of communication open with all residents and businesses affected. We do this by training and implementing a protocol among our team to ensure our community is apprised of all progress. This approach goes hand-in-hand with our core belief that it is our duty to provide exemplary customer service to those we serve in the community. Lack of communication can lead to potentially dangerous situations or create damaging escalations. Adherence to a well-planned communication strategy can foster a sense of trust in the community, making future interactions more effective.

Some of our communication programs and platforms include an annual easement letter to the public in English and Spanish. We also promote educational ads via YouTube and Meta on various topics in both Spanish and English as another avenue to reach our communities.

Commented [SR4]: @Todd Reese please include something about our communications efforts and what we do in English and Spanish.

WBSD Fleet & Equipment

As a fully operational maintenance organization dedicated solely to wastewater collection system maintenance and management, we own and maintain a fleet of vehicles and equipment. Our range of equipment allows us to service lines in hard-to-reach easements and locations through flushing, and hand-rodging in the most challenging areas.



We are proud of our fleet, which is summarized below. Since we plan to integrate EPASD's System into the WBSD's maintenance schedules, all the equipment shown will be available to maintain the City's entire sewer system. We have systematically replaced our vehicles to ensure we have the most current technology. Most of the equipment described is less than five years old.

Summary of WBSD Fleet and Equipment:

- ◆ Pipe cleaning vehicles: combination jet-vac unit, trailer jetter, hydro jetter, and two Pipe Hunter jettors.
- ◆ 2 CCTV inspection trucks
- ◆ 15 vehicles (from automobiles to fully equipped service trucks, a truck with jetter nozzle, dump truck, and one truck-mounted 3-ton crane)
- ◆ Additional construction tools and equipment sufficient for completing small dig-and-replace repairs of the sewer system.



West Bay has various cleaning options to address pipes in different settings.

Inspection and repair vehicles allow cost-effective minor repairs, including immediate repairs needed to address SSOs.

SSO response is our priority, and West Bay maintains a dedicated SSO response truck, trailer, and bypass pumping equipment truck for effective response.



Vehicles

VEHICLE ID	DESCRIPTION
205	2023 Combo Unit (Vactor)
201	2022 Mach E
216	2014 CCTV Unit
208	2014 Ford F350 2X4 (Service Truck)
208 B	2014 Ford Transit T350
213	2015 Ford Transit (Source Control)
218	2007 US Trailer Jetter
212	2011 F350 Utility Truck (Assigned to Trailer Jetter)
207	2007 Ford Explorer 4x4 (Projects Manager)
211	2008 Ford Escape (Construction Inspector)
209	2017 F550 Super Duty (Rehabilitation Crew)
224	2018 Ford F250 Super Duty (Assistant Superintendent)
220	2012 New 1/2-inch Jetter on F550 4x4
203	2009 Sterling LT8500 Dump Truck
210	2012 F-350 Extended Cab w/ Utility Bed and 3 Ton Crane
214	2011 Ford F250 (Source Control)
217	2002 Ford Super Duty (Pump Truck)
206	2019 Ford Ranger (Superintendent's Vehicle)
215	2003 International Hydro (SRECO) Jetter



Equipment

YEAR	DESCRIPTION
2016	Case Backhoe 58 Super K 4x4
1989	Extend A Jet (1" easement cleaning unit)
2001	Bobcat Model 873 Loader
2011	Concrete Saw Trailer (5x10)
2006	Dynapac Asphalt Roller
2006	Ingersoll Rand Compressor/Generator
2002	Zieman Trailer (Backhoe)
2005	6" Bypass Pump
2009	Carry All Confined Space Trailer
2011	Concrete Saw
2011	6" Gorman Rupp Pump
2011	Bypass Trailer
2011	Pipe Patch Trailer
2012	Jack Hammer Attachment for Bobcat
2012	Message Traffic Arrow Board

CMMS / GIS Software

The District has used the Lucity software package for its Computerized Maintenance Management System (CMMS) since 2002.

Direct Link Between Lucity & ESRI GIS

The Lucity network is linked to the WBSD's GIS maps, developed using ESRI GIS software, through standard manhole and pipe identification numbers. The City can readily view all Lucity data through maps generated through GIS. When CMMS data changes, a simple refresh of the GIS map will display the updated information. Each GIS layer's attribute table provides the information in database format, reflecting the data as it is stored in the Lucity software.

Lucity integrates GIS and the CMMS to develop preventive maintenance tools such as this root foaming map.



Due to their size, sewer inspection videos are stored on a separate server. The user is linked to the server and associated file through Lucity. However, videos are only accessed in "real-time" from the office and must be downloaded in advance for use in the field. CCTV logs, summaries, and other information are manageable in size and stored directly in the Lucity database.



Lucy as a Progressive System Management Tool

All asset information, cleaning, CCTV inspection, facility inspections, pipeline rehabilitation and replacement activities and results, and SSOs are logged into Lucy. The District uses this new data continuously through pre-established decision trees to refine and improve system management.

In addition to the desktop license, the District also uses tablets to capture work order data from the field. Critical asset data is available on field staff's mobile tablets during maintenance, repairs, and response activities. Field crews also input information directly onto forms stored within each tablet, eliminating the need for paper and transcribing information. Field tablets streamline data collection and reduce user issues when manually updating the CMMS.

West Bay proposes to:

Update the City's collection system GIS and CMMS files and database. The City may have limited online access to the database unless the City purchases its own CMMS. West Bay will integrate new line attribute data into the maps on a monthly basis, and will update the network configuration on a quarterly basis or as-needed. This work is anticipated to include approximately 20 hours per month at the rate of \$149.39 per hour and no more than 240 hours per year unless authorized by the City for a total of \$35,902.00 per year.

5. Public Outreach Approach

Maintaining Positive Interactions with the Public

Proactive and Environmentally Safe Solutions Make Good Neighbors

WBSD places a high priority on responding to customer complaints about sewer service. Complaints are generally related to sewer stoppages, overflows, or, less frequently, odors. The field crews perform the response during work hours, and the on-call staff member during non-working hours. The response includes making a field assessment of the complaint and taking the necessary action(s) to resolve the problem. Increased preventative maintenance may be implemented if the problem is mainline-related to minimize the recurrence of the issue.

We establish specific objectives regarding response time and distribute a customer feedback form after each response activity to collect information and learn from each customer interaction. Our customer survey process extends beyond these interviews and considers factors such as the nature and accuracy of newspaper articles.

Our employees know that their performance is, in part, evaluated based on how the public perceives the agency. In this way, customer feedback is an effective tool for maintaining our quality of service. West Bay is an integral part of the community. WBSD provides public outreach material in English and Spanish.



Good service starts with a positive first impression. Our Sewer maintenance crews are proud of their System and work, which shows in their presentation, pride, and attitude.

District Communication Plan

WBSD currently implements a Communication Plan defined in our Sanitary Sewer Management Plan (SSMP). This Communication Plan complies with the State Water Resources Control Plan requirements. Elements of the SSMP are summarized below. Furthermore, the District performs community outreach via social events and social media, as described below.

- ◆ The District communicates regularly with the public on the development, implementation, and performance of its SSMP. The communication system allows the public to provide input to the District as the program is developed and implemented. The District also communicates with tributary and/or satellite systems to the District's sanitary sewer system.
- ◆ The District currently utilizes its website and has District Board meetings open to the public, which aids in disseminating information and messaging to the general public. The District regularly updates the website to ensure the public has access to the latest information on sewer performance and for educational purposes, such as information on the FOG control.

Regarding Sanitary Sewer Overflows (SSOs), the District's outreach program to the public consists of the following:

- ◆ When SSOs occur, the type of debris found to create the blockage dictates the type of outreach material distributed to the public (i.e., FOG, "Flushable" Wipes, etc.) Staff distributes the appropriate outreach material to residents and businesses upstream of the blockage. The District will continue sending out mass mailings to constituents on what can and cannot be discarded in the wastewater system.

Additional outreach materials are made available for contractors, businesses, and the public at the front counter in the Administration Office and on the District's website. The District has also published



newspaper articles explaining many of the preventative maintenance programs that the District is engaged in, CIP project information, and other activities designed to reduce SSOs from the collection system.

West Bay proposes to:

Collaborate with the City to develop and aid in administering a Public Outreach Program.

The task will be charged on an hourly basis at \$200.00 per hour. (12-month cost assumes 104 hours per year over a 52-week period.) If additional time is necessary, this item will be invoiced appropriately per hour.)

Other Services Proposed:

USA Markings and Emergency Service Calls - West Bay will respond to USA markings and Emergency Service Calls as needed. A two-hour minimum will apply per request. If other USA markings or other Emergency Service Calls can be accomplished in the two-hour minimum, they will be performed at no charge. Every other USA marking requests or Emergency Service Calls will be conducted using the two-hour minimum (12-month cost assumes one USA making request or one Emergency Service Call per day times 5 days per week over a 52-week period.) Cost is \$300.00 per hour X 260 USA Markings and/or Service Calls per year for a total of \$78,000 per year. West Bay assumes availability of a City supplied Service Truck.

Inspection Services for Sewer Connections and Administer of a Fats, Oils, and Grease (FOG) Compliance Program. West Bay will provide Inspection Services for Sewer Connections and administer a Fats, Oils, and Grease (FOG) Compliance Program. (12-month cost assumes 104 inspections per year or two inspections for Sewer Connections or FOG Inspections per week over a 52-week period.) If additional inspections are necessary, this item will be invoiced appropriately per inspection. Services will be charged at \$451.39 X 104 inspections per year for a total of \$46,945.00 per year. If a food establishment is out of compliance, the City will be responsible to enforce the City/District's standards.

Optional Services Include:

Optional 1 - Pipe Patch Repairs. West Bay will perform up to 12 PipePatch repairs as requested by the City at \$2,496.00 per repair.

Optional 2 - Open Trench Repairs: West Bay will perform up to 12 Open Trench repairs as requested by the City at \$15,000.00 per repair. This assumes a 6 inch to 12-inch pipe repair up to a 6-foot deep and 6 feet in length (If conditions are beyond these parameters, the City may consider outsourcing the repair.)

* **Optional 3** - CMMS License: \$20,000.00 Must Verify Price.

****Option 4** - One Time Cost - New SSMP development by Fisher Compliance \$30,000.00

*****Options 5** - One Time Cost - New or Updated Spill Emergency Response Plan \$10,000.00

Thank you for the opportunity to submit this request for proposal for SANITARY SEWER SYSTEM OPERATIONS for the City of East Palo Alto. West Bay has made an assumption that all manholes and pipe segments are and will remain accessible at all times in order to perform its work. The above proposal shall be refined and negotiated in a five-year interagency agreement. All costs are subject to change based on negotiated labor agreements and CPI adjustments and the ability to use the City's sewer system equipment and facilities.

We look forward to continuing to serve the areas of East Palo Alto and surrounding communities.
Sergio Ramirez, General Manager
West Bay Sanitary District



Exhibit A:

Cleaning information is based on EPASD's website link: <https://www.epasd.com/residents/things-you-should-know>



Serving the East Palo Alto and Menlo Park since 1939!
901 Weeks Street, P.O. Box 51686 East Palo Alto, CA 94303
Phone: (650) 325-9021 Fax: (650) 325-5173 www.epasd.com

We are one of the oldest government agencies in the cities of East Palo Alto and Menlo Park.

If your sewer backing up, Call us 24/7 at 650-325-9021

TEN THINGS WE DO FOR YOU:

1. Provide a 24/7 emergency services responding within two hours to all calls
2. Clean your lateral at no charge to you.
3. Film the interior of your lateral to ensure it is in good condition and provide you with the appropriate advice if otherwise.
4. Maintain 30 miles of sewer lines throughout the city of East Palo Alto and portions of Menlo Park.
5. Flush the main lines at 650 manholes a minimum of twice a year to ensure that waste water flows are uninterrupted 24/7 throughout the entire system.
6. Monitor by camera every square inch of the entire pipe system to ensure that it has no breakages that would compromise the effectiveness of the pipe system.
7. Provide competent stewardship to the resources of the district and minimize rate increases.
8. Provide permits for any lateral upgrades, sewer connections (in the case of new structures)
9. Manage the contract with the Palo Alto Water Treatment Plant and ensure that sewer waste produced in the district is appropriately processed and disposed off.
10. Provide opportunities to ratepayers to serve as directors and exercise ratepayer oversight and control over the business of the district as a public agency.

TEN THINGS YOU SHOULD KNOW ABOUT YOUR HOME OR BUSINESS SEWER SYSTEM

1. Your sewer system is connected with what is called a lateral to the District main sewer lines.
2. A sewer lateral is the pipe under the ground that connects a residence or business to the main sewer line
3. "Laterals" are a homeowner's responsibility.
4. The District's main line is usually on the street clearly identified by manhole covers with words like "Sanitary Sewer" or EPASD.
5. The line in certain instances may be on an easement at the back of your property.
6. Tree roots are usually the main cause of lateral line stop ups.
7. Used cooking oil, grease, ghee, lard etc harden and will restrict waste water flow down your lateral as well as down the main pipes.
8. A root infested lateral will eventually lead to raw sewage backing up into a residence or business.
9. Most houses built in the forties and fifties have laterals made of materials that are easily intruded and broken by tree roots. Contact us and we will provide you with an idea of the health and integrity of your lateral.
10. Most of these laterals in houses built in the forties and fifties have exceeded their expected life span.

FIVE THINGS YOU COULD DO TO HELP US SERVE YOU BETTER

1. Resist the temptation to pour used grease, ghee, lard into or dispose of expired prescription drugs into the sewer system
2. Refrain from flushing sanitary napkins, disposable diapers down the toilets
3. Know where your lateral is located and do not plant a tree above your sewer lateral
4. CALL US at 650-325-9021 whenever you have a sewer problem
5. Say hi to us when you see us on the Street flushing or televising,, and please, if driving, slow down!

**Exhibit B:
O&M Approach Summary & Cost Attached**



West Bay Sanitary District

500 Laurel Street
Menlo Park, CA 94025
Phone: (650) 321-0384
Fax: (650) 321-4265
Email: sramirez@westbaysanitary.org

www.westbaysanitary.org

Task	Monthly Summary	Unit Cost	Quantity	12-Month Cost
1	<p>Project Management and Reporting: **A new SSMP will be developed by Fisher Compliance after 12 months of operation for a one time estimated fee of \$30k.</p> <p>***A new Spill Emergency Response Plan (SERP) will be develop by Fisher Compliance for a one time estimated fee of \$10k.</p> <p>West Bay will provide Monthly Reporting \$634 x 12 = \$7,618</p> <p>West Bay will provide Management Summary Report (20 hrs per month) 240 hours per year at \$168 per hour = \$40,320 (Management to include CMMS database entry, adjustments to maintenance schedules, repair recommendations, and annual SSMP update recommendations.)</p>	\$ 3,360.00	12	\$ 40,320
2 - A	<p>Collection System Operations and Maintenance Preventative Maintenance (PM) Cleaning: (Assess City's Equipment) West Bay will clean 35 miles or 184,800 feet of mainline pipe two times per year for a total of 70 miles/369,600 feet annually and enter data into a CMMS. West Bay does not Power Rod but could Hydro Rootsaw line segments with severe roots.</p>	\$ 1.65	369,600	\$ 609,840
2 - B	<p>Collection System Operations and Maintenance High Frequency (Hot Spot) Cleaning: West Bay will clean up to 10 miles or 52,800 feet of High Frequency pipe segments requiring one to three month cleaning frequencies.</p>	\$ 1.65	52,800	\$ 87,120
3	<p>Collection System Operations and Maintenance CCTV Inspections: Complete CCTV inspection of approximately 35 miles or 184,800 feet in year one. In year two West Bay will complete CCTV inspection of 11.7 miles or 61,776 feet per year for the next three years. CCTV data will be uploaded in a CMMS with PACP coding. This will help prioritize a revised PM cleaning schedule and refine the High Frequency Cleaning List, as well as support the Capital Improvement Program. After the second complete cycle of CCTV assessments, the CCTV schedule may be refined in year five. The CCTV assessment will include hydro jet cleaning as necessary to properly assess the pipeline.</p>	\$ 2.85	184,800	\$ 526,680
4	<p>Sanitary Sewer Overflow Response (Spill Response): West Bay will follow the City's SSMP and Emergency Response Plan by responding to Spills and Service Calls within one hour and will collect necessary data and perform spill estimations to help determine the Category of the Spill. West Bay will supply the City with a full Spill report to be submitted to the State. The <u>City</u> will be responsible to report the final Spill report in the California Integrated Water Quality System (CIWQS) - the computer system used by the State and Regional Water Quality Control Boards. The City is required to register a Legally Responsible Officer. This task will be invoiced per incident for Category 2, 3, & 4 spills (12-month costs assumes 3 spills per year.) This includes a CCTV inspection to assess the reason for the spill so that the City may prioritize the repair or replacement of the pipe segment. Category 1 spills will be charged at time and material.</p>	\$ 2,775.31	3	\$ 8,326
5	<p>GIS and CMMS Updates. West Bay will update the City's collection system GIS and CMMS files and database. The City may have limited online access to the database unless the City purchases its own CMMS. West Bay will integrate new line attribute data into the maps on a monthly basis, and will update the network configuration on a quarterly basis or as-needed. This work is anticipated to include approximately 20 hours per month and no more than 240 hours per year unless authorized by the City.</p>	\$ 149.59	240	\$ 35,902
6	<p>Inspect and Support Services. West Bay will provide Underground Service Alert (USA) makings; 24 hour Emergency Service Calls,; Inspection Services for Sewer Connections; administer a Fats, Oils, and Grease (FOG) Compliance Program; collaborate with the City to develop and administer a Public Outreach Program. (See Tasks 6-A, 6-B, & 6-C)</p>			
6 - A	<p>USA Markings and Emergency Service Calls - West Bay will respond to USA markings and Emergency Service Calls as needed. A two hour minimum will apply per request. If other USA markings or other Emergency Service Calls can be accomplished in the two hour minimum, they will be performed at no charge. Every other USA marking requests or Emergency Service Calls will be conducted using the two hour minimum (12-month cost assumes one USA making request or one Emergency Service Call per day times 5 days per week over a 52 week period.)</p>	\$ 300.00	260	\$ 78,000

6 - B	Inspection Services for Sewer Connections and Administer of a Fats, Oils, and Grease (FOG) Compliance Program. West Bay will provide Inspection Services for Sewer Connections and administer a Fats, Oils, and Grease (FOG) Compliance Program. (12-month cost assumes 104 inspections per year or two inspections for Sewer Connections or FOG Inspections per week over a 52 week period.) If additional inspections are necessary this item will be invoiced appropriately per inspection. If a food establishment is out of compliance, the City will be responsible to enforce the City/District's standards.	\$ 451.39	104	\$ 46,945
6 - C	Collaborate with the City to develop and aid in administering a Public Outreach Program. West Bay will collaborate with the City to develop and aid in administering a Public Outreach Program. The task will be charged on an hourly basis at \$200.00 per hour. (12-month cost assumes 104 hours per year over a 52 week period.) If additional time is necessary, this item will be invoiced appropriately per hour.)	\$ 200.00	104	\$ 17,428
Subtotal Bid Item 1 through 10				\$ 1,450,560
Optional 1	Pipe Patch Repairs. West Bay will perform up to 12 PipePatch repairs as requested by the City.	\$ 2,496.00	12	\$ 29,952
Optional 2	Open Trench Repairs: Open Trench Repairs: West Bay will perform up to 12 Open Trench repairs as requested by the City at \$15,000.00 per repair. This assumes a 6 inch to 12 inch pipe repair up to a 6 foot deep and 6 feet in length(If condition are beyond these parameters, the City may consider out sourcing the repair.)	\$ 15,000.00	12	\$ 180,000
* Optional 3	CMMS License: Must Verify Price	\$ 20,000.00	each	\$ 20,000
** Opt 4. One Time Cost	New SSMP development by Fisher Compliance	\$ 30,000.00	each	\$ 30,000
*** Opt. 5 One Time Cost	New or Updated Spill Emergency Response Plan	\$ 10,000.00	each	\$ 10,000

*All cost are subject to change based on negotiated labor agreements and CPI adjustments.

\$ 1,720,512



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

Recycled Water Facility Production Data:

2020	Treated	Delivered
August	8.8MG	8.2MG
September	8.2MG	5.1MG
October	7.4MG	4.5MG
November	5MG	1.4MG
December	4.7MG	.55MG
2021	Treated	Delivered
January	4.8MG	.23MG
February	4.4MG	.13MG
March	5.9MG	1.8MG
April	8.5MG	7.6MG
May	9.3.MG	8.2MG
June	9.8MG	8.7MG
July	9.5MG	9.1MG
August	9.4MG	9.0MG
September	9.1MG	6.9MG*
October	7.6MG	2.6MG**
November	5.2MG	0
December	4.7MG	0

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

2023	Treated	Delivered
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	32k gals. Dust Control
May	5.1MG	432k gals. Dust Control
June	4.8MG	456k gals. Dust Control
July	6.2MG	1.05MG Dust Control
August	8.1MG	2.7MG (+ 1.5 MG Dust Control)

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

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

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



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

To:*Board of Directors*

From:*Sergio Ramirez, General Manager*

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

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Sergio Ramirez, General Manager

**Subject: Report and Discussion on Silicon Valley Clean Water (SVCW)
Plant**

The District's representative to Silicon Valley Clean Water (SVCW), Commissioner George Otte, will report on pertinent items regarding SVCW Operations, CIP and Finance.

Report to the District Board for the Regular Meeting of September 13, 2023

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