

*1902 - Serving Our Community for over 115 Years - 2020*

**WEST BAY SANITARY DISTRICT  
AGENDA OF BUSINESS  
REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JULY 8, 2020 AT 7:00 P.M.  
RONALD W. SHEPHERD ADMINISTRATION BUILDING,  
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025**

**Board Members**

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

**District Manager**

Sergio Ramirez

**District Legal Counsel**

Anthony Condotti, Esq.

**AGENDA OF BUSINESS**

**NOTICE OF PUBLIC PARTICIPATION BY TELECONFERENCE ONLY**

Pursuant to Governor Newsom's Executive Order N-29-20, members of the West Bay Sanitary District Board of Directors and Staff may participate in this meeting via a teleconference. In the interest of reducing the spread of COVID- 19, members of the public are allowed to participate telephonically only, and may submit comments in advance by email addressed to [treese@westbaysanitary.org](mailto:treese@westbaysanitary.org) by 4:00 p.m. on Wednesday, July 8<sup>th</sup>.

To participate by telephone or Zoom meeting, public comments can be made by joining Zoom meeting at: <https://zoom.us/j/93832204468?pwd=eTlGZldoWlVfYHJlSR3R5aEVnMTFXdz09>  
Meeting ID: 938 3220 4468 Password: 051176

Or by phone, call: 1-669-900-6833 Meeting ID: 938 3220 4468 Password: 051176

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

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

1. Call to Order and Roll Call
2. Communications from the Public
3. Public Hearing: Consideration to Approve Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2020/2021 Pg. 3-1
4. Consideration to Approve Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2020/2021 Pg. 4-1
5. Consideration to Approve Maintenance Contract with HACH Pg. 5-1
6. District Manager's Report Pg. 6-1

7. Consent Calendar

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

  - A. Approval of Minutes for Regular meeting June 24, 2020 Pg. 7A-1
  - B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for July 8, 2020 Pg. 7B-1
  - C. WBSD Operations and Maintenance Report – June 2020 Pg. 7C-1
  - D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – June 2020 Pg. 7D-1
8. Discussion of LAFCo Call for Nominations Pg. 8-1
9. July 8<sup>th</sup> Update Report on District Response to Corona Virus Pg. 9-1
10. Discussion and Direction on Recycled Water Projects - Sharon Heights & Bayfront, Including Project Status Pg. 10-1
11. Report & Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 11-1
12. Report & Discussion on Silicon Valley Clean Water (SVCW), Discussion on SVCW CIP Program and Financing Pg. 12-1
13. Closed Session:
  - A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION:  
Title: District Manager
  - B. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: Board President/Legal Counsel  
Unrepresented Employee: Finance Manager
  - C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9)  
Chan, Moreno, Vestnys, Pebbles v. WBSD – San Mateo County Court Case No. 19CIV07567
  - D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Cal. Govt. Code §54956.9(d))  
Name of Case: 1740 Oak Avenue, LP v. West Bay Sanitary District, et al. – SM CSC Case No. 18CIV02183
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.



## WEST BAY SANITARY DISTRICT AGENDA ITEM 3

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Public Hearing: Consideration to Approve Resolution Confirming Report on Sewer Service Charges for West Bay Sanitary District for the Fiscal Year 2020/2021*

---

### **Background**

Pursuant to Article IX; Section 900 (10) of the General Code of Regulations, the District collects annual sewer service charges (SSCs) on the tax roll of the County of San Mateo at the same time as property taxes, assessments and other charges collected thereon by the County.

The District Manager shall prepare and file with the District Secretary on or before the 15<sup>th</sup> day of July a written report containing a description and the SSC amount for each parcel receiving sewer service. Then the District shall cause notice of a time and place of hearing to consider any objections or protest to the sewer service charges.

On April 22, 2020, the District Board held a public hearing to establish SSCs for fiscal year 2020/2021 in accordance with Proposition 218. The established SSC for fiscal year 2020/2021 is \$1,224 for a single-family residence (SFR) and \$1,694 for SFRs within the On-site Wastewater Disposal Zone (OWDZ). Non-residential users are calculated based on water consumption and type of use so charges will vary, but no non-residential user shall be charged less than the established SFR.

On May 27, 2020, the District Board established July 8, 2020 at 7:00 pm as the date and time of the Public Hearing to consider any objections or protest to the sewer service charges to be collected on the tax roll for the Fiscal Year 2020/2021.

### **Analysis**

After closing the Public Hearing, the Board is asked to adopt the "Resolution Confirming Report on Sewer Services Charges for FY 2020/2021", which states that objections and protests against the report were not made by the owners of a majority of the properties against which charges were fixed at the Public Hearing held July 8, 2020. The Resolution further states that the charges will be collected on the FY 2020/2021 tax roll.

---

### **Fiscal Impact**

The Fiscal Year 2020-2021 budget estimated annual SSC revenues to be \$30,774,058.00. The final report anticipates revenues to be a total of \$31,113,680.71 based on calendar year 2019 water usage data.

### **Recommendation**

The District Manager recommends, following the close of Public Hearing, the District Board adopt the Resolution Confirming Report on Sewer Service Charges for Fiscal Year 2020-2021.



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 4**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Consideration to Approve Resolution Confirming Report on  
Sewer Service Charges for West Bay Sanitary District for Fiscal  
Year 2020/2021**

---

Following the Public Hearing, the Board is asked to approve the attached Resolution confirming the report on Sewer Service Charges for Fiscal Year 2020-2021.

Attachment: Resolution\_\_\_\_ (2020)  
San Mateo County Controller Letter

RESOLUTION NO. \_\_\_\_\_ (2020)

**A RESOLUTION CONFIRMING REPORT ON SEWER SERVICE CHARGES  
FOR WEST BAY SANITARY DISTRICT FOR FISCAL YEAR 2020/2021  
FOR THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\*\*\*\*\*

**WHEREAS**, this Board did, on April 17, 1974 adopt General Regulation No. 55, whereby this Board elected to collect sewer service charges on the tax roll and provided for annual preparation and filing of a written report containing description of each parcel of real property receiving services and facilities from the District and the amount of the service charge for each parcel for each fiscal year; and

**WHEREAS**, these provisions have been amended from time to time and are presently contained in the District's "Code of General Regulations" adopted by General Regulation No. 58 on November 22, 1982; and

**WHEREAS**, said written report for fiscal year 2020/2021, July 1, 2020-June 30, 2021 was prepared and filed with the Secretary on May 27, 2020 and

**WHEREAS**, in accordance with General Regulation No. 58, as amended, and all other applicable provisions of law, this Board appointed the time and place of hearing protests to said report and directed notice; and

**WHEREAS**, notice was given of the time therein stated in the manner provided by law as appears by the affidavits of publication on file at the District's offices; and

**WHEREAS**, said matter came regularly for hearing at the place and time fixed; and

**WHEREAS**, the highest charge amount is \$610,546.24 and lowest charge amount is \$1,224.00; and

**WHEREAS**, all written protests and other written communications were publicly read at said hearing and all persons desiring to be heard were fully heard; and

**WHEREAS**, the Board finds that these fees have been reviewed and found to be in compliance with Proposition 218;

**NOW, THEREFORE, IT IS ORDERED** as follows:

1. That objections to and protest against said report were not made by the owners of a majority of the separate parcels of property described in the report against which charges for the services and facilities provided by the District were fixed.

2. That said report be, and it is hereby, adopted and that said charges shall be collected on the tax roll of the County of San Mateo in the manner provided by law.

3. That the Secretary of this District is hereby directed to file with the County Controller of San Mateo County on or before the 1<sup>st</sup> day of August 2020 a copy of said report, upon which shall be endorsed, over their signature, a statement that the report has been finally adopted by the District Board of the West Bay Sanitary District.

4. The County Controller of San Mateo County shall, upon receipt of said report, enter the amounts of the charges against the respective lots or parcels as they appear on the assessment roll for fiscal year 2020-2021.

\*\*\*\*\*

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 8th day of July, 2020 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

---

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

Attest:

---

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



*Serving Our Community Since 1902*

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

SERGIO RAMIREZ  
District Manager

In reply, please refer to our  
File No.

1250.3

July 8, 2020

Mr. Juan Raigoza  
County Controller  
County of San Mateo  
555 County Center, 4<sup>th</sup> Floor  
Redwood City, CA 94063

Dear Mr. Raigoza:

This is to state that at the July 8, 2020 Regular Meeting of the West Bay Sanitary District Board, the Board did adopt the written report referred to in Section 5473 of the Health and Safety Code of the State of California. This adoption was made pursuant to the provisions of Section 5473.4 of the Health and Safety Code of the State of California. A copy of the written report is herewith.

I am the Secretary of the District Board of the West Bay Sanitary District. I certify under penalty of perjury the above is true and correct.

Very truly yours,

**WEST BAY SANITARY DISTRICT**

---

David Walker  
Secretary of the District Board

cc: Shirley Tourel, Assistant Controller & Property Tax Manager, Real Property Section, County Controller's office,  
555 County Center, 4<sup>th</sup> Floor





## WEST BAY SANITARY DISTRICT AGENDA ITEM 5

**To:** *Board of Directors*

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

**Subject:** *Consideration to Approve Maintenance Contract with HACH*

---

### **Background**

The District currently manages and maintains fifty (50) HACH Flo-DAR units. They include twenty-three (23) West Bay units and twenty-seven (27) Commercial units. The West Bay units are used to measure flows and gather data at specific basin points for the hydraulic model as well as site specific flow studies. The Commercial units are used to measure flows from food service establishments, such as large cafeterias, to accurately bill for those flows. West Bay purchased the first batch of units in 2013. In 2020 West Bay began to purchase FLO-DAR meters using the Equipment Replacement Program. The units are costly and are not lasting as long as expected due to their harsh and corrosive environment.

At the June 24<sup>th</sup> District Board meeting, Staff was directed to send the letter of intent for the HACH Maintenance/Service contract to the Commercial FLO-DAR users. The letter was sent on June 30<sup>th</sup>, 2020. Staff is awaiting feedback.

### **Analysis**

#### ***Description of Services:***

HACH proposes to install for West Bay a collection system flow metering network utilizing HACH's open channel flow meter equipped with wireless data transmission. Data shall be delivered via a web server application. This enables HACH and West Bay to share data across a network (or the Internet) and operating workstations with common internet browser software.

Data is presented to West Bay using HACH FSDATA web application. FSDATA allows West Bay to analyze data and generate reports directly within the application. Additionally, FSDATA allows export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

**95% Up-time Guarantee:**

All HACH Data Delivery Services projects include a ninety five percent (95%) up-time guarantee (subject to HACH limited warranty). This guarantee ensures the HACH instruments deployed for each individual site within the scope of the project will function properly for at least ninety five percent (95%) of the time in a given month. In the event a given meter does not meet that minimum level of up time, data from that site for that month is free.

**Installation and Maintenance Services:**

HACH agrees to install and maintain the Flowmeter Equipment in and around West Bay’s designated sewer manholes and effluent discharge areas (each a “Monitoring Site”) for the fees and expenses set forth on the Service Order Form. All repairs and maintenance, including battery replacement, to the HACH flow meters shall be the responsibility of HACH. Any costs associated with repairs and/or maintenance shall be paid by HACH and will not be incurred by West Bay or the Commercial facility.

To qualify for the buy-back provision, the proposed maintenance program requires the Commercial customer to sign over the units to the District as the program can only apply to owners of the units.

**Fiscal Impact**

The cost per month, per meter is \$561 plus an Administrative charge of \$34 for a total of \$595 per month as shown in the approved Master Fee Schedule. The annual cost for the program is \$162,900. This cost is reimbursed to the District via the tax roll. Expected cost within the current maintenance program (over the average life of 6 years for a unit) is approximately \$10k/year versus \$7,140/year for the proposed maintenance program.

Below is a table with the pricing structure:

Qty	Service P/N	Instru- ment/	Durati- on	List Price	Buy- Back		Net Price	Unit	Total
27	DDS-SL2-LT	FloDar / FL904	36	\$700	-\$275*		\$425*	Per Meter / Mo.	\$413,100
27	DDS-INST-FM	Installation	N/A	\$400	N/A		\$400	One Time Fee /	\$10,800
36	DDS-REPORTS	Monthly Basic	36	\$3,375	N/A		\$200	Per Meter /	\$121,500
27									\$545,400

**Recommendation**

The District Manager and Water Quality Manager recommend the Board consider the approval of the Maintenance Contract between West Bay Sanitary District and HACH.

Attachments: Hach Technical Proposal for Data Delivery Services dated June 11, 2020



TECHNICAL PROPOSAL #: 100566735

HACH COMPANY

**DATA DELIVERY SERVICES (DDS)**

**PROJECT NAME: West Bay Sanitary District**

**DDS PROPOSAL AND ORDER DESCRIPTIONS**

**#OF METERS - 27**

**DURATION - 36 MONTHS**

**BUY BACK CREDIT - \$275 PER METER**

**HACH  
DATA  
DELIVERY  
SERVICES  
(DDS)**



**WEST BAY SANITARY DISTRICT**

**June 11, 2020**

## MEET HACH DATA DELIVERY SERVICES (DDS).

DDS is a highly efficient Flow Monitoring service tailored to deliver the right data, right when you need it, so you can deliver the right results. For a fixed monthly fee, Hach Flow provides all of the equipment, data transmission, and technical support you need to acquire your flow data-delivered in real-time, so you can immediately perform your analysis. And Hach even manages all equipment monitoring and maintenance resources, removing that aggravation from your day.

Stop losing time to the constant struggle of securing reliable flow data. Use DDS instead and devote your efforts to implementing projects that finally solve your wastewater flow challenges.

### What Hach Handles:



**All Necessary  
Equipment**



**Monitoring &  
Maintenance**



**Data Transmission  
& Storage**



# Proposal

Hach Company-Flow Products & Services  
 PO Box 608  
 Loveland, CO 80539  
 Phone: (800) 368-2723  
 Email: HachFlowSales@hach.com  
 Website: www.hachflow.com  
 Tax Reg/ID:

**Quote Number: 100566735v2**  
 Use quote number at time of order to ensure  
 that you receive prices quoted

Quote Date: 11-Jun-2020

Quote Expiration: 10-Aug-2020

WEST BAY SANITARY DISTRICT  
 ATTN ACCOUNTS PAYABLE  
 500 LAUREL ST  
 MENLO PARK, CA 94025-3427

Name: Jed Beyer  
 Phone: 650-321-0384  
 Email: jbeyer@westbaysanitary.org

Customer Account Number : 832346  
 Customer Quote Reference: DDS program for 36 months

Sales Contact: Richard Delgadillo Email: rdelgadi@hach.com Phone: 970-443-8821

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Dollar Discount	% Disc	Net Unit Price	Extended Price
<b>DDS Program</b>								
		Type of Meter: flodar/FL904						
		# of meters: 27						
		Duration: 36 months						
1	DDS-SL2-LT	DDS LONG-TERM Monthly Charge for 36 months project duration	36	11,475.00			11,475.00	413,100.00
		Includes \$275 buy back credit per meter						
2	DDS-INST-FM	DDS ONE TIME FEE PER METER INSTALLATION CHARGE FLOWMETER - One time fee per site	27	400.00			400.00	10,800.00
		Shipping to and from site included in quoted price.						
							<b>Grand Total</b>	<b>\$ 423,900.00</b>
<b>Options</b>								
3	DDS REPORT	DDS REPORT CHARGE - MONTHLY BASIC	36	3,375.00			3,375.00	121,500.00
4	DDS REPORT	DDS REPORT CHARGE - QUARTERLY BASIC	12	5,400.00			5,400.00	64,800.00
							Subtotal	\$ 186,300.00
<b>Removal Option</b>								
5	DDS-REMOVE-FM	Removal charge per meter between months 13-36	1	6,600.00			6,600.00	6,600.00
		Extended total will vary depending on the quantity of meters removed between months 13-36					0.00	0.00

**DDS PROJECT SUMMARY- DDS PROGRAM**

For Equipment Specifications copy and paste the following link:

<https://www.hach.com/flow>

**\*\*When ready to move forward with your project, please email a Customer Purchase Order referencing and accepting the proposal to your Hach Flow Divisional Manager, (replace with DSM name and email)**

**\*\*Special Note: A Hard copy PO is required for all orders over \$25K.**

**PLEASE INCLUDE THE FOLLOWING INFORMATION ON YOUR PO**

**Proposal #:**

**Date:**

**Customer PO Reference #:**

**Customer On-site Need by Date:**

**Complete bill to and ship to information.**

Price includes \$16,500 buy-back credit for each existing Wireless FL902 with FloDar currently owned by West Bay Sanitation District.

Credit is applied on a meter-for-meter basis at \$275/meter/month deduction from the standard \$700/meter/month rate, over the life of the contract. Hach Company assumes ownership of the existing Wireless FL902 with FloDar flow meters currently owned by West Bay Sanitation District upon execution of the contract documents. Additional meters may be added to this contract at the Net Price listed above during months 1-36.

TERMS AND CONDITIONS: Contract is for 36 months, with the option for renewal for months 37-60 upon consent of both parties or at above pricing plus 5%.

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

## DDS PROJECT SUMMARY

### Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

### Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

### Sales Contact:

Name: Richard Delgadillo  
Title: Divisional Sales Manager  
Phone: 970-443-8821  
Email: rdelgadi@hach.com

# TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

## 1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

## 2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY'S network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

## 3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

## 4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in ARREARS and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

## 5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

## 6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY'S then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.



Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

**7. OWNERSHIP OF FLOWMETER EQUIPMENT**

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

**8. NON-DISCLOSURE OF INFORMATION**

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.



The terms of this Section shall survive the termination of this Agreement.

**9. REPRESENTATIONS AND WARRANTIES**

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

**10. LIMITATION OF LIABILITY  
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES,  
SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO**

**CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.**

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**11. INITIAL DISPUTE RESOLUTION/JURY WAIVER**

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

**12. GENERAL**

(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.



- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers or any other causes beyond HACH COMPANY's control.
- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

THIS PAGE LEFT INTENTIONALLY BLANK



## WEST BAY SANITARY DISTRICT AGENDA ITEM 6

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *District Manager's Report*

---

1) **CIP Project:**

- a. **Cleaning and Inspecting Large Diameter lines:** Crews are working on cleaning and televising the large diameter sewer lines; 36" From Alpine Road to the Menlo Park Pump Station at Bayfront. To date cleaning and inspections have been completed from Alpine Road to Highway 101.
- b. **Levee Improvement Project:** We concluded the comment period of the Public Notice of Preparation meeting held by Zoom on June 3, 2020; as required for the drafting of the Environmental Impact Report. No out of the ordinary comments have been received.
- c. **Conditions to Operate at Sharon Heights** – Water Board had to revise the draft Notice of Applicability and will be resubmitting to their supervisor. They would like to share the draft with our team early next week, and then after receiving feedback, the last step will be approval and signature by their Division Chief. Staff is following the matter closely.

2) **Affiliate Agency/Association News:**

- a. **CMPK:** Building permit application has been submitted for Metal Building at FERRF and is being reviewed by CMPK. DPW has put in a good word to the Building Department to help expedite the process; however, many of their staff are still working from home. We will continue to work with Menlo Park to issue the District's building permit.

3) **Operations and Maintenance:**

- a. **Vacancy:** Selected New Operations Superintendent
- b. **Menlo Park:** The City terminated the Vehicle Maintenance Service Agreement. Menlo Park has yet to respond with their rationale behind their decision. The District is reviewing other government entities or private firms whom would like the extra revue from such contract.

4) **Upcoming Events:**

- a. **Board meetings:** Goals BBQ Lunch July the 29<sup>th</sup> at noon.

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

- a. **SSOs:** Zero SSO for May. 2020 Total = 0. 13 months in a row w/o SSO.
- b. **LAH:** Zero SSO for May. 2 SSO in 2020.
- c. **Revenue:** Last San Mateo County check for FY20/21 was received on July 1, 2020 in the amount of \$1.2M.
- d. **COVID-19 Update:** 3 month YouTube advertisement advising customers not to flush wipes or towels has been viewed by 220,653 people and 24% or 50,759 have viewed the video to completion with one month remaining.

---

### Report to the District Board for the Regular Meeting of July 8, 2020

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

THIS PAGE LEFT INTENTIONALLY BLANK



*1902 - Serving Our Community for over 110 Years - 2020*

**WEST BAY SANITARY DISTRICT  
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD  
WEDNESDAY, JUNE 24, 2020 AT 7:00 P.M.**

**1. Call to Order**

President Dehn called the meeting to order at 7:02 PM

**Roll Call**

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

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Scott, Ramirez, Condotti by Zoom, Reese, Beyer

Others Present: Rich Laureta

**2. Communications from the Public: None.**

**3. Consider Resolution to Call for Elections – County of San Mateo and Authorize District Manager to Execute Service Agreement for Provision of Election Services with San Mateo County Chief Elections Officer**

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

Comments: Office Manager Todd Reese presented information to the Board on the upcoming election on November 3.

**4. Consideration To Approve A Letter Of Intent To Be Sent To The Applicable Commercial Facilities For The HACH Maintenance/Service Contract**

Motion to Approve by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: Water Quality Manager Jed Beyer reported on the need to enter into a service contract with HACH for the maintenance and service of commercial customer's flow meters. President Dehn asked if staff has spoken to the commercial customers affected by this new agreement. Mr. Beyer said he has spoken to one customer and they were receptive to the idea of switching to a service based maintenance agreement. Secretary Walker stated he would like District staff to contact commercial customers with construction currently in progress to let them know about the proposed contract. Item was approved with the motion to only allow developers and contractors to choose between being part of the maintenance contract or seek services on their own. The Board directed Staff not include an option to have District staff maintain commercial customer's flow meters.

5. **Consider Authorizing District Manager to enter into Consultant Agreement for the “Flow Equalization And Resource Recovery Facility Levee Improvements Construction Documents Preparation West Bay Sanitary District” with Freyer & Laureta, Inc**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: District Manager Phil Scott reported on the status of the engineering design and CEQA environmental impact report for the project. Secretary Walker inquired as to what would be the outcome if the District did not move forward with this project. Director Otte stated environmental review and improving the habitat is needed if the District expects to move forward with a recycled water treatment plant at this location in the future. Incoming District Manager Sergio Ramirez stated the project would look more favorable when applying for grants if it included the horizontal levee improvements.

6. **District Manager’s Report**

1) Comments: **CIP Project:**

- a. **Cleaning/TVing Large Diameter lines:** Crews are working on cleaning and televising the large diameter sewer lines; 36” From Alpine Road to El Camino Real have been completed. Next segments will be from El Camino Real and Middle Ave to the VA hospital on Willow Road.
- b. **NOP for Levee Improvement Project:** We are in the comment period of the public Notice of Preparation meeting held by Zoom on June 3, 2020; as required for the drafting of the Environmental Impact Report.

2) **Affiliate Agency/Association News:**

- a. **CMPK:** Building permit application has been submitted for Metal Building at FERRF and is being reviewed by CMPK. DPW has put in a good word to the Building Department however many of their staff are still working from home. We will continue to work with Menlo Park to issue the District’s building permit.

3) **Operations Superintendent Recruitment:**

- a. **Interviews:** First Round interviews June 25<sup>th</sup>, Second Round interviews July 1<sup>st</sup>.

4) **Upcoming Events:**

- a. **Board meetings:** Consider having one Board meeting next month on July the 8<sup>th</sup>. Goals luncheon on July 29<sup>th</sup>.

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

- a. **SSOs:** Zero SSO for May. 2020 Total = 0. 12 months in a row w/o SSO.
- b. **LAH:** Zero SSO for May. 1 SSO in 2020.
- c. **Board Inquiry Regarding Revenue:** Staff was asked to look into the apparent revenue projection shortfall through the third quarter ending March 31<sup>st</sup>. As of June 16<sup>th</sup> the District received an additional \$10,250,066.69 and is expected to receive approximately \$1,193,000.00 by June 30<sup>th</sup> from San Mateo County for a total projected revenue of



\$29,987,701.17. This total projected revenue matches the expected Tax roll revenue submitted to the County last July. Director Moritz offered thanks for this information and stated no further report would be necessary in August.

- d. **1540 El Camino Real Project:** Connection fees total \$272,214.50 including a \$25,000 credit to the developer to work on the District's mainline sewer on San Antonio Street.
- e. **Purchase Order Module:** The District will be implementing a purchase order module with existing software to help streamline the approval process and reduce paper.

**7. Consent Calendar**

Motion to Approve by: Moritz 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

**CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR**

Comments: President Dehn offered a clarification on item 14 of the minutes stating that the SBWMA Board agreed to make certain they were insured but opted for a higher deductible in order to reduce insurance costs. At their next meeting the SBWMA Board will consider additional insurance options and may move towards self-insured.

- A. Approval of Minutes for Regular meeting June 10, 2020
- B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for June 24, 2020
- C. Bank of the West Monthly Investment Portfolio Statements

**8. Consider Adoption Of Resolution Approving Amendment No.7 To The Maintenance Services Agreement Between West Bay Sanitary District And The Town Of Woodside For Sanitary Sewer Maintenance Services for The Town of Woodside And Authorize The District Manager To Execute the Amended Agreement On Behalf Of The District**

Motion to Approve by: Walker 2<sup>nd</sup> by: Moritz Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: None.

**9. Consider Adoption Resolution to Approve Amendment No. 7 to the Agreement for Root Foaming Services with Duke's Root Control Inc., and Authorize the District Manager to Execute Said Amendment**

Motion to Approve by: Mortiz 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: Incoming District Manager Sergio Ramirez reported that this fiscal year the District does not anticipate using all of the budgeted amount for root foaming because the list included many areas that have been recently rehabilitated and will not need foaming.

**10. June 24<sup>th</sup> Update on District's Corona Virus**

Comments: Incoming District Manager Sergio Ramirez reported that in addition to the front office being open to the public Monday – Thursday that we are now open by appointment on Fridays. President Dehn commended the District for being so customer friendly.

**11. Discussion and Direction on Recycled Water Projects - Sharon Heights & Bayfront, Including Project Status**

Comments: District Manager Scott reported that approval is pending from the state on the Sharon Heights project for the operating permit. Staff is working on a solution to an odor issue in the area. The Bayfront SRF application is in progress.

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

Comments: None.

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

Comments: None.

**14. Closed Session**

Entered closed session at 8:29 p.m. Left closed session at 9:03 p.m.

Reportable action: No reportable action.

- A. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: Board President/Legal Counsel  
Unrepresented Employee: District Manager
- B. CONFERENCE WITH LABOR NEGOTIATORS  
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: Board President/Legal Counsel  
Unrepresented Employee: Finance Manager
- C. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION  
(Subdivision (a) of Section 54956.9)  
Chan, Moreno, Vestnys, Pebbles v. WBSD – San Mateo County Court Case No. 19CIV07567
- D. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Cal. Govt. Code §54956.9(d))  
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SM CSC  
Case No. 18CIV02183
- E. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
(Cal. Govt. Code § 54956.9(c):  
Initiation of Litigation: 1 potential case

**15. Consider Adoption of Resolution Establishing Rates of Pay and Related Compensation Provisions and Correct Previous Pay Schedule**

Motion to Approve by: Walker 2<sup>nd</sup> by: Otte Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: None.

**16. Consider to Approve Resolution to Hire Retiring District Manager as Transition Coach**

Motion to Approve by: Thiele-Sardiña 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: None.

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

Comments: None.

**18. Adjournment Time:** The meeting was adjourned at 9:07 PM

**President Dehn asked the Board to reconvene at 9:09 PM to clarify item 16.**

**16. Consider to Approve Resolution to Hire Retiring District Manager as Transition Coach**

Motion to Approve by: Thiele-Sardiña 2<sup>nd</sup> by: Walker Vote: AYE: 5 NAY: 0 Abstain: 0

Comments: District Manager Scott wished to make it clear to the Board that the wording of the resolution for item 16 includes "RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION PURSUANT TO GOVT. CODE §§ 7522.56 & 21224" per CalPERS requirements and the pay rate is \$1111.35/hourly. This information was considered by the Board and passed by all.

**18. Adjournment Time:** The meeting was adjourned at 9:12 PM

THIS PAGE LEFT INTENTIONALLY BLANK

**WEST BAY SANITARY DISTRICT  
WITHDRAWAL ORDER  
June 16, 2020 through June 30, 2020**

CHECK	TO WHOM PAYABLE	PURPOSE	AMOUNT
66722	AT&T	Utilities - A&G	936.39
66723	THE ALMANAC	Printing & Publications - A&G	375.00
66724	CALIFORNIA WATER SERVICE	Utilities - Coll	1,784.73
66725	FREYER & LAURETA	CIP North Bay Road	85,621.94
66726	HELIX LABORATORIES, INC.	Operating Supplies - Coll	3,613.50
66727	ISAC INC	Operating Supplies - Coll	2,471.95
66728	MUNICIPAL MAINTENANCE EQUIP.	Operating Supplies - Coll	14,967.75
66729	PRINCIPAL LIFE INSURANCE CO.	Employee Benefits - A&G	5,800.64
66730	SAN MATEO COUNTY CLERK	Non-Operating Expense	26.00
66731	SHARP ELECTRONICS CORPORATION	Rents & Leases - Coll	650.24
66732	STAPLES CREDIT PLAN	Office/Ink Supplies - A&G	912.54
66733	V & A CONSULTING ENGINEERS	Flow Monitoring Study	6,490.00
66734	WECO INDUSTRIES, INC.	Operating Supplies - Coll	10,310.43
66735-66738	PORTOLA VALLEY PROPERTY OWNERS	Reissue Check for Reimbursement Agreements	5,122.41
66739	AAA RENTALS	Rents & Leases - Coll	121.00
66740	AMERICAN WATER WORKS ASSN.	Membership Renewal for P. Scott	286.00
66741	BAY AREA PAVING CO. INC.	Contract Services - Coll	7,690.00
66742	BAYSIDE EQUIPMENT COMPANY	CIP: Willow Pump Station	21,073.64
66743	CALPERS LONG-TERM CARE PROGRAM	LTC Withholding	35.36
66744	DETECTION INSTRUMENTS	Operating Supplies - Coll	3,935.46
66745	FEDERAL EXPRESS	Office Expense - A&G	462.55
66746	NAVIA BENEFIT SOLUTIONS	Flexible Spending Account PR Contributions	525.39
66747	FRANCHISE TAX BOARD	Earnings Withholding Order #557391483	250.00
66748	GRAINGER	Operating Supplies - Coll	903.61
66749	INTERSTATE TRAFFIC CONTROL PRO	Operating Supplies - Coll	102.47
66750	LOG ME IN	Repairs & Maintenance - Coll	65.24
66751	CITY OF MENLO PARK	Utilities - Coll	798.01
66752	OCCASIONS, ETC.	Printing & Publications - A&G	185.25
66753	OGASAWARA LANDSCAPE MAINT.	Repairs & Maintenance - Coll	5,200.00
66754	RED WING SHOE STORE	Operating Supplies - Coll	410.40
66755	RMC WATER AND ENVIRONMENT	Professional Services - A&G	45,713.14
66756	SYNECO SYSTEMS, INC.	Operating Supplies - Coll	1,390.25
66757	3T EQUIPMENT COMPANY	Operating Supplies - Coll	13,765.50
66758	TOWNE FORD SALES	Repairs & Maintenance - Coll	2,053.59
66759	WATER ENVIRONMENT FEDERATION	Membership Renewal for P. Scott	267.00
66760	WEST YOST & ASSOCIATES	Professional Services - A&G	27,966.50
66761	YOUNG'S AUTO SUPPLY CENTER	Repairs & Maintenance - Coll	214.14
66762	ALL FENCE COMPANY, INC.	CIP: Fence Replacement - Menlo Park Industrial Pump Station	14,380.00
<b>TOTAL CHECKS</b>			<b>139,083.52</b>

CORPORATE CARDS:

GL	Account Number & Name	Description	Amount
TOTAL CORPORATE CARDS:			0.00

WIRE TRANSFERS

DATE	TO WHOM PAYABLE	PURPOSE	AMOUNT
6/19/2020	PrimePay	Employee Payroll - Pay Period 6/5-19	105,186.31
6/19/2020	PrimePay	Federal Payroll Taxes	22,878.76
6/19/2020	PrimePay	State Payroll Taxes	7,177.90
6/19/2020	ICMA	Deferred Compensation	9,786.10
6/29/2020	PrimePay	Board & DM Payroll	36,369.00
6/30/2020	PrimePay	Federal Payroll Taxes	9,879.05
6/30/2020	PrimePay	State Payroll Taxes	3,717.12
6/30/2020	CalPERS	Pension 6/2020 & 1959 Survivor Pmt 2019-20	48,690.78
6/30/2020	SVCW	Op Contribution 7/2020	633,247.00
<b>WIRE TRANSFERS FROM BoW CHECKING</b>			<b>876,932.02</b>

**SUMMARY**

TOTAL CHECKS	139,083.52
TOTAL CORP CARD	-
TOTAL WIRES	876,932.02
<b>TOTAL PAYMENTS</b>	<b>1,016,015.54</b>

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**WEST BAY SANITARY DISTRICT  
WITHDRAWAL ORDER  
SUPPLEMENTAL PURCHASE REGISTER  
June 16, 2020 through June 30, 2020**

**OPERATING SUPPLIES & OFFICE EXPENSE**

<u>CHECK</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>
66726	3,613.50	HELIX LABORATORIES, INC.	Commander Drums
66727	2,471.95	ISAC INC	Replacment ISAC Board
66728	14,967.75	MUNICIPAL MAINTENANCE EQUIP.	Jet Eye Cable and Hose for CCTV Truck
66734	10,310.43	WECO INDUSTRIES, INC.	CCTV Equipment, Worthog Nozzles, Counter Encoder
66744	3,935.46	DETECTION INSTRUMENTS	Gas Logger Sensor
66756	1,390.25	SYNECO SYSTEMS, INC.	Manhole Scrubber - Odor Control
66756	13,765.50	3T EQUIPMENT COMPANY	Restock: Pipe Patch

**MISCELLANEOUS**

<u>CHECK</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>
66725	85,621.94	FREYER & LAURETA	Professional Services: North Bay Road, Metal Building
66733	6,490.00	V & A CONSULTING ENGINEERS	Data Analysis and Report for Flow Monitoring Study
66735-66738	5,122.41	PORTOLA VALLEY PROPERTY OWNER	Reissue Check for Reimbursment Agreements
66741	7,690.00	BAY AREA PAVING CO. INC.	Asphalt Work on College Avenue and Arbor Avenue
66742	21,073.64	BAYSIDE EQUIPMENT COMPANY	Repairs for Willow Pump Station
66753	5,200.00	OGASAWARA LANDSCAPE MAINT.	Spraying Flo Equal at FERRF
66755	45,713.14	RMC WATER AND ENVIRONMENT	Besign and Build RWF Bayfront
66758	2,053.59	TOWNE FORD SALES	Repairs to Unit 208
66760	27,966.50	WEST YOST & ASSOCIATES	Staff Services for Recycled Water Organization
66762	14,380.00	ALL FENCE COMPANY, INC.	Replace Fence at Menlo Industrial Pump Station

**WEST BAY SANITARY DISTRICT**  
**SUMMARY OF FY2019-20 PAYMENTS**  
**June 16, 2020 through June 30, 2020**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR 7/1/2019- 6/30/2020</b>	<b>WITHDRAWAL 6/16/2020-6/30/2020</b>
3T Equipment Company	30,531.43	-
A-A Lock & Alarm	1,444.70	-
AAA Rentals	12,776.27	-
A & B Trailer Hitch Inc.	1,303.16	-
Aatrix Software	64.85	-
Ace Fire Equipment & Service	972.11	-
Action Towing	487.50	-
Advanced Laser	2,843.89	-
Airgas USA, LLC	806.86	-
Alliant Insurance Services	15,893.00	-
The Almanac	15,680.20	375.00
Alpha Analytical Laboratories	4,345.00	-
Amazon	1,198.47	-
American Messaging	771.82	-
American Textile & Supply	171.48	-
American Water Services	456.57	-
Amvan, LLC	1,388.66	-
Anderson Pacific	8,542,120.06	-
Aqua Natural Solutions	4,479.66	-
Aquality Water Management Inc.	30,614.68	-
AT&T	13,452.37	936.39
Atlantis Casino Resort	-	-
Atchison, Barisone & Condotti	74,135.48	-
Town of Atherton	523,280.00	-
Autozone	18.65	-
Avery Associates, Inc.	19,140.27	-
Aztec Consultants	11,827.50	-
Backflow Prevention Specialist	3,854.00	-
Baggenengineers	1,660.00	-
Bank of the West	4,492.84	-
Bankcard Center	37,706.06	-
Battery Junction Wholesale	470.53	-
Bay Alarm	12,563.26	-
Bay Area Air Quality Mgmt Dist	24,136.19	-
Bay Area Barricade Service Inc	2,007.72	-
Bay Area Paving Co. Inc.	25,929.00	-
Bay Reprographic, Inc.	106.35	-
Bayside Equipment Company	119,476.09	-
Annette Bergeron	1,225.00	-
Jed M. Beyer	1,184.50	-
Beyond Components, Inc.	179.20	-
David D. Bohannon Org.	211,673.53	-
Bonny Doon Environmental	4,540.22	-
Brown and Caldwell	200.00	-
Buckles-Smith	251.60	-
BuyReal	312.00	-
CASA	13,370.00	-
CSDA	15,230.00	-
CUSI	15,250.00	-
CWEA-SCVS	1,180.00	-
CWEA	11,643.00	-
CWEA Membership	2,618.00	-
CSRMA C/O Alliant Insurance	298,821.30	-
Calif. Labor Law Poster Servic	152.00	-
California Concrete Pumping	774.00	-
CA Air Resources Board	754.48	-
California Water Service	16,849.50	1,784.73

**WEST BAY SANITARY DISTRICT**  
**SUMMARY OF FY2019-20 PAYMENTS**  
**June 16, 2020 through June 30, 2020**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR 7/1/2019- 6/30/2020</b>	<b>WITHDRAWAL 6/16/2020-6/30/2020</b>
CALPERS 1959 Survivor Billing	1,645.00	-
CALPERS - Unfunded Accrued Liability	334,727.00	-
CALPERS - Retirement	441,776.17	-
CALPERS - Health Premiums	509,993.31	-
Calpers Long-Term Care Program	769.89	-
Cal-Steam	844.97	-
CalTrans	492.00	-
Carpaccio	47.15	-
Carrie Nevoli - Petty Cash	729.79	-
Cardiac Science Corp.	719.89	-
Center For Hearing Health Inc.	661.25	-
Chavan & Associates LLP	22,825.00	-
Chef Kwan	43.37	-
Chevron	67.00	-
Citibank	696.92	-
Comcast	3,619.78	-
Consolidated Parts, Inc	4,354.12	-
Costco	3,944.03	-
CPS HR Consulting	21,902.36	-
Cropper Accountancy Corp.	2,700.00	-
Cues, Inc.	3,980.00	-
Custom Truck	490.10	-
DMV	388.05	-
Dale Scott & Co., Inc.	8,000.00	-
Peggy Daniels	2,935.76	-
Das Manufacturing, Inc.	1,895.44	-
Davey Tree Expert Company	7,913.00	-
Dept. of Industrial Relations	675.00	-
Dell	7,097.47	-
Delta Diablo Sanitation District	8,567.61	-
Detection Instruments	327.79	-
Dewey Pest Control	25,933.00	-
Digi-Key	89.39	-
DoorDash	988.61	-
Dolphin Graphics	4,904.52	-
Duke's Root Control, Inc	223,089.71	-
Duckys Car Wash	639.80	-
Du-All Safety, Llc	27,472.50	-
Elio D'Urzo	1,523.50	-
ENR	66.00	-
ESRI	17,200.00	-
East Bay Muni Utility District	2,425.00	-
Eco Office	1,554.68	-
Elite Parts LLC	1,233.65	-
Embarcadero Media	375.00	-
Emergency Essentials	2,279.10	-
EnviroZyme	3,000.50	-
ErgoWorks	1,398.48	-
Express Safety, Inc.	773.32	-
Facebook	1,260.00	-
Fastrak	980.00	-
Fast Response On-Site Testing	2,217.60	-
Federal Express	3,980.52	-
City of Fremont	118.35	-
Fremont Urgent Care	3,400.00	-
Finishmaster Inc	1,212.78	-
Forestry Suppliers, Inc.	1,315.65	-
Formatop	1,387.48	-



**WEST BAY SANITARY DISTRICT**  
**SUMMARY OF FY2019-20 PAYMENTS**  
**June 16, 2020 through June 30, 2020**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR 7/1/2019- 6/30/2020</b>	<b>WITHDRAWAL 6/16/2020-6/30/2020</b>
City of Foster City	1,000.00	-
Four Star Automotive, Inc.	8,922.40	-
Franchise Tax Board	6,750.00	-
Freyer & Laureta	675,523.22	85,621.94
Full Source, LLC	147.22	-
Gary Pollack Construction	4,000.00	-
Goldstreet Design Agency	7,484.09	-
Govconnection, Inc.	780.00	-
Governmentjobs.com dba NeoGov	6,633.00	-
GoDaddy.com	111.99	-
Grainger	34,307.51	-
Granite Rock, Inc.	1,033.13	-
The Grill House	43.10	-
Hach Company	59,363.37	-
Hadronex, Inc.	34,919.44	-
Hansen Supply Company	4,710.58	-
Harben California	7,263.40	-
Harbor Ready-Mix	2,992.16	-
Harrington Industrial Plastics	192.59	-
HF&H Consultants, LLC	85,958.04	-
HP	491.61	-
H & R Plumbing & Drain	7,500.00	-
Helix Laboratories, Inc.	3,613.50	3,613.50
Hempel Pipe	62.76	-
Hillyard/San Francisco	3,742.51	-
Hilton	225.03	-
Home Depot	17,810.44	-
Bob Hulsmann	1,274.26	-
IEDA	9,120.00	-
IKEA	21.93	-
James F. Illich	5,250.00	-
Innovyze, Inc	7,955.00	-
Instrument Technology Corp.	1,064.13	-
Interstate Traffic Control Pro	273.13	-
ISAC INC	15,622.45	2,471.95
J & B Corrosion Engineering	1,415.00	-
Jani-King of CA, Inc - SFR/OAK	10,683.75	-
Jans Deli	98.86	-
Jeffreys Hamburgers	39.79	-
Jensen Precast	2,454.32	-
KDS Communications	1,505.00	-
KIS	14,465.15	-
Scott/Linda Kamran	16,000.00	-
Kimball Midwest	10,005.84	-
Bill Kitajima	152.83	-
Kone Inc.	3,112.08	-
L & M Transmission	1,199.93	-
Lasky Trade Printing	3,507.40	-
Liebert Cassidy Whitmore	150.00	-
Log Me In	2,461.96	-
Lucity, Inc.	20,741.42	-
Lyngso Garden Materials, Inc	356.78	-
Damian Madrigal	100.00	-
Mail Finance	804.75	-
Mallory Co.	8,972.01	-
Matheson Tri-Gas, Inc.	589.29	-
Maxx Metals	269.10	-
George / Karen McCown	2,996.72	-

**WEST BAY SANITARY DISTRICT**  
**SUMMARY OF FY2019-20 PAYMENTS**  
**June 16, 2020 through June 30, 2020**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR 7/1/2019- 6/30/2020</b>	<b>WITHDRAWAL 6/16/2020-6/30/2020</b>
City of Menlo Park - Repair	38,080.11	-
City of Menlo Park-Fuel	55,584.43	-
City of Menlo Park - Water	11,000.52	-
City of Menlo Park - Permits	4,500.00	-
SDU	13,732.74	-
Medco Supply Company	396.05	-
Menlo Park Chamber of Commerce	475.00	-
Menlo Park Fire Protection	8,290.00	-
Menlo Park Hardware Co. #14016	1,951.25	-
Microsoft	112.98	-
Mid Peninsula Abstracts	810.00	-
Mission Clay Products LLC	5,385.35	-
Morse Hydraulics	1,116.97	-
Moss Rubber	409.81	-
Mountain Mikes Pizza	186.29	-
Municipal Maintenance Equip.	16,635.73	14,967.75
My Binding	156.85	-
National Auto Fleet	142,690.88	-
Navia Benefit Solutions	25,844.71	-
Neopost	3,950.00	-
NewEgg Inc	1,981.47	-
North Bay Pensions	1,500.00	-
Occasions, ETC.	1,063.12	-
Office of Water Programs	998.63	-
Office Team	8,072.00	-
Ogasawara Landscape Maint.	13,550.00	-
Omega Industrial Supply, Inc.	-	-
Otterbox	-	-
OverStock.Com	289.06	-
PARS	635,000.00	-
P&F Distributers	1,035.69	-
PG&E	82,197.82	-
Palo Alto Staffing	1,309.60	-
Albert Patino	433.54	-
Paytrace	3,945.88	-
Peninsula Building Materials	4,440.36	-
Peninsula Property Group	1,602.75	-
Perotti and Carrade	750.00	-
Phil Scott	3,202.20	-
Pier 2 Marketing	3,350.00	-
PJ's Rebar Inc.	2,752.87	-
PollardWater	180.26	-
Ponton Industries, Inc.	24,806.84	-
Town of Portola Valley	32,000.00	-
Portola Valley Property Owners	165,575.85	5,122.41
Precise Printing and Mailing	20,534.53	-
Precision Engineering	1,050,022.46	-
Preferred Alliance	3,569.45	-
Principal Life Insurance Co.	69,123.19	5,800.64
Priority 1 Public Safety	8,225.20	-
Project Graphics	4,037.00	-
Quadient Leasing USA, Inc.	268.25	-
Sergio Ramirez	5,458.31	-
R.A. Nosek Investigations	3,225.00	-
Ranger Pipelines	106,849.79	-
Readyrefresh By Nestle	3,110.01	-
Recology Peninsula Services	12,530.00	-
Red Wing Shoe Store	5,967.11	-

**WEST BAY SANITARY DISTRICT**  
**SUMMARY OF FY2019-20 PAYMENTS**  
**June 16, 2020 through June 30, 2020**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR</b>	<b>WITHDRAWAL</b>
	<b>7/1/2019- 6/30/2020</b>	<b>6/16/2020-6/30/2020</b>
Redwood General Tire Co., Inc.	213.75	-
Reg Solutions	200.00	-
Rich Voss Trucking	2,405.00	-
Rite Aid	32.75	-
Roberts & Brune Co	23,391.41	-
Round Table Pizza	44.77	-
SVCW Bond - 2009 Bond	656,144.00	-
SVCW Bond - 2014 Bond	1,145,613.40	-
SVCW Bond - 2015 Bond	1,019,906.45	-
SVCW Bond - 2018 Bond	1,834,712.50	-
SVCW Cash Contribution on 2018 Bond	6,416,002.01	-
SVCW SRF Loan - WWTP Phase 1	726,842.68	-
SVCW - Monthly Operating Payment	7,598,964.00	-
SWRCB	14,557.00	-
Sacramento Airport Parking	20.00	-
Sacramento State	360.05	-
Safety Center Inc	5,308.00	-
Safety-Kleen, Corp.	5,804.81	-
Safeway	161.75	-
San Mateo County	21,567.00	-
San Mateo County Assessor	610.00	-
San Mateo County Clerk	1,477.00	26.00
San Mateo CO Health Dept	2,473.00	-
San Mateo County Tax Collector	924.30	-
Rupert Sandoval	1,113.46	-
Santa Clara Valley Water Dist.	100.00	-
Santa Clara County	587.00	-
Robert J. Scheidt	263.86	-
Seekzen Systems	26,040.00	-
Shape Incorporated	39,335.47	-
Sharp Business Systems	11,418.70	-
Sharp Electronics Corporation	1,837.05	650.24
Signa Mechanical	18,321.16	-
Sitech Norcal	460.95	-
Smart and Final	187.91	-
Snap On Industrial C/O	1,293.44	-
Desiree S Slater	28.00	-
Solarwinds	57.00	-
Spartan Tool LLC	4,257.10	-
Stacks	134.57	-
Staples Credit Plan	16,371.77	912.54
Stevens Creek Quarry, Inc.	692.99	-
Stockton Metropolitan	20.00	-
Summit Aerial Services Inc	9,250.00	-
SuperShieldz	7.64	-
Sutter EAP	1,249.25	-
Target Specialty Products	3,638.28	-
Tap Plastics Inc.	419.65	-
Teamsters Local No. 350	12,390.00	-
Teletrac Navman US LTD.	2,115.05	-
The Concept Genie	2,550.78	-
TFS-Zoom Imaging Solutions Inc	802.99	-
TigerSeal Products	197.70	-
TOGO's	96.85	-
Toshiba Financial Services	801.78	-
Towne Ford Sales	14,426.23	-
TPX Communications	22,893.27	-
TriTech Software Systems	13,059.96	-

**WEST BAY SANITARY DISTRICT**  
**SUMMARY OF FY2019-20 PAYMENTS**  
**June 16, 2020 through June 30, 2020**

<b>REGULAR PAYABLES</b>	<b>TOTAL BY VENDOR 7/1/2019- 6/30/2020</b>	<b>WITHDRAWAL 6/16/2020-6/30/2020</b>
Underground, Inc.	321,504.72	-
Underground Service Alert	10,828.20	-
United Rentals Northwest, Inc.	1,082.58	-
USA Blue Book	1,051.78	-
US Bank	2,184.36	-
U.S. Jetting, LLC.	3,089.09	-
V & A Consulting Engineers	28,258.75	6,490.00
Valley Heating & Cooling	1,883.00	-
Vallombrosa Center	4,230.00	-
Verizon Wireless	19,141.32	-
Vision Communications Co.	20,585.28	-
VizoCom	2,390.00	-
V.W. Housen & Associates	47,709.50	-
Watereuse Association	(475.00)	-
WeatherTech Direct	225.46	-
Weco Industries, Inc.	164,279.96	10,310.43
West Yost & Associates	43,811.96	-
Western Truck Fab	2,110.71	-
Wex Bank	843.87	-
Wiley Price & Radulovich	61.81	-
Woodard & Curran	131,242.57	-
Town of Woodside	3,000.00	-
Young's Auto Supply Center	739.16	-
Zanker Recycling	3,451.58	-
Zip's AW Direct	118.31	-
Zoom	63.99	-
Zoom Imaging Solutions, Inc.	1,215.54	-
<b>TOTAL REGULAR PAYABLES</b>	<b>36,095,759.24</b>	<b>139,083.52</b>

**SALARIES, WAGES & WITHHOLDINGS**

Salaries/Wages - Net Pay	2,195,478.82	138,581.65
Directors Fees - Net Pay	24,466.45	2,973.66
PrimePay Fees	5,951.37	-
IRS - Federal Payroll Taxes	461,973.43	32,757.81
EDD - State Payroll Taxes	155,693.33	10,895.02
ICMA	221,478.82	9,786.10
Performance Merit Program - Net Pay	124,143.65	-
<b>TOTAL SALARIES RELATED</b>	<b>3,189,185.87</b>	<b>194,994.24</b>

<b>TOTAL PAYABLES</b>	<b>39,284,945.11</b>	<b>334,077.76</b>
-----------------------	----------------------	-------------------

**By Budget Category**

Operations (less 2018 bond payoff)	23,046,120.84
SVCW 2018 Bond - Additional Payoff	6,416,002.02
Capital	2,865,340.24
SHGCC	6,957,482.01
	<b>39,284,945.11</b>

**WEST BAY SANITARY DISTRICT**  
**Receipts & Incoming Transfers**  
**6/16/2020-6/30/2020**

RECEIPT NUMBER	DEPOSIT DATE	DESCRIPTION	AMOUNT
461257	6/26/2020	Permit: 220 Park Ln, ATH	\$290.00
461258	6/26/2020	FEF Usage FY 2020-2021	\$355,000.43
461260	6/26/2020	Permit: 1166 Saratoga Ave, EPA	\$6,665.75
461261	6/26/2020	EVP 2020- 1077 El Camino Real, MP	\$175.00
461262	6/26/2020	Permit#NR-0411; 2 Encino Road, Ath, CA 94027	\$288.21
461263	6/26/2020	Postage	\$7.25
461264	6/26/2020	Permit: 300 Sherwood Way, MP	\$290.00
461265	6/26/2020	Permit: 491 Fletcher Dr	\$355.00
461266	6/26/2020	Permits for: 1304 University Dr Unit# 1,2, 5, and 6, MP	\$1,160.00
461267	6/26/2020	Permit: 1250 Chilco St, MP	\$290.00
461268	6/26/2020	Permit: 327 Hedge Rd, MP	\$170.00
461269	6/26/2020	Permit: 700 Hermosa Way, MP	\$170.00
461270	6/26/2020	Permit: 2315 Loma Prieta Ln, MP	\$170.00
<b>Total Deposits</b>			<b><u><u>\$365,031.64</u></u></b>
<b>WIRE TRANSFERS TO BofW CHECKING</b>			
461259	6/15/2020	City of Menlo Park - 19/20 Sewer Service Charge - Bayfront Park	38,224.79
<b>Total Transfer to BofW Checking</b>			<b><u><u>38,224.79</u></u></b>
<b>TOTAL DEPOSITS</b>			<b><u><u>403,256.43</u></u></b>

THIS PAGE LEFT INTENTIONALLY BLANK



# WEST BAY SANITARY DISTRICT AGENDA ITEM 7C

**To:** Board of Directors  
**From:** Sergio Ramirez, District Manager  
**Subject:** WBSD Operations and Maintenance Report – June 2020

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	6.9	4.1	0.0	3.0	6	7	72	1	0	0	90	11	0	206
February	5.0	7.8	0.9	2.5	2	9	69	0	0	0	95	12	0	177
March	17.3	0.1	0.4	1.3	4	8	70	0	0	0	94	9	0	156
April	15.7	3.1	1.3	0.0	0	0	57	1	0	0	54	9	0	152
May	8.5	9.6	0.0	0.2	0	0	50	0	0	0	71	11	0	236
June	18.4	0.2	0.4	4.0	9	0	75	0	0	0	73	3	0	254
* Oct.	3.9	4.1	0.3	4.3	5	8	95	1	0	0	94	0	1	309
Nov.	0.8	8.2	0.1	3.2	4	8	83	0	0	0	105	0	3	269
Dec	13.7	0.0	0.0	4.6	6	8	76	1	0	0	88		10	160
<b>Yr to date</b>	<b>90.3</b>	<b>37.2</b>	<b>3.4</b>	<b>23.0</b>	<b>36</b>	<b>48</b>	<b>644</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>764</b>	<b>55</b>	<b>14</b>	<b>1919</b>
<b>2020 Goals</b>	<b>120.0</b>	<b>50.0</b>	<b>n/a</b>	<b>45-50</b>	<b>65</b>	<b>90</b>	<b>n/a</b>	<b>&lt;10</b>	<b>0-2</b>	<b>3 to 5</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>
2019 Goals	112.0	48.2	6.9	42.7	60	86	967	6	0	4	1063	75	33	2850
2018 Results	134.2	48.5	7.4	42.1	66	63	1256	6	0	4	1139	134	89	2525
2017 Results	126.4	51.5	5.7	24.8	66	97	1265	8	2	3	700	178	61	3218
2016 Results	126.4	49	6	33	65	94	1188	5	0	8	798	167	155	3222
2015 Results	126.4	55	21	46	65	90	1349	6	0	5	798	174	185	2125
2014 Results	126.4	63	20	48	65	78	1328	10	2	12	771	183	72	1834

\* = Beginning of PMPP year.

THIS PAGE LEFT INTENTIONALLY BLANK





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

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – June 2020**

	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month							Cat. 1	Cat. 2&3s	Call Outs
Temp Help	Miles	Miles	Miles	Miles	Qty.	Qty.			
January	0.5	0.8	0.2	0.8	4	1	0	0	0
February	1.3	0.2	0.1	1.2	4	1	0	1	0
March	0.0	1.2	0.0	0.0	4	0	0	0	0
April	3.2	1.8	0.0	0.0	4	0	0	0	0
May	3.3	1.3	0.1	0.1	4	0	0	0	0
June	1.8	0.5	0.1	1.9	4	0	0	1	0
July									
*August	0.0	1.2	0.0	0.5	4	0	0	0	0
Sept.	0.0	1.5	0.0	1.1	4	0	0	0	0
Oct.	0.5	1.7	0.2	1.2	4	1	0	0	0
Nov.	1.0	1.0	0.0	0.0	4	2	0	0	0
Dec	0.0	1.7	0.1	1.2	4	0	0	0	0
<b>** Yr to date</b>	<b>11.6</b>	<b>12.9</b>	<b>0.8</b>	<b>8.0</b>	<b>44</b>	<b>5</b>	<b>0</b>	<b>2</b>	<b>0</b>
FY19/20Goals	17.4	16.9	n/a	9.3	52	n/a	n/a	n/a	n/a

\* = August- Start of Contract

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 8**

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *Discussion of LAFCo Call for Nominations*

---

**Background**

The Local Agency Formation Commission (LAFCo) is calling for nominations for a Special Districts Representative until July 27, 2020. The current position is held by Robert Craig who has indicated he will not seek another term. The regular member term would expire in May 2024.

LAFCo is comprised of two county supervisor members, two city council members, two special district members and one public member.

**Analysis**

Nominations must be received by July 27, 2020 and must be submitted with the signature of the President or Chair (or alternate) of the District.

**Fiscal Impact**

There is no fiscal impact to the District.

**Recommendation**

The District Manager recommends discussion of the Board to decide if the Board wishes to make a nomination for the Special District representative to LAFCo. If the Board wishes to nominate, the District Manager will prepare a letter of nomination for the President's signature and deliver it to LAFCo.

Attachments: LAFCo Letter  
LAFCo Nomination Form



# LOCAL AGENCY FORMATION COMMISSION

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

**Please forward to Board President**

**June 25, 2020**

**To:** Presiding Officers/Board Presidents  
Independent Special Districts, San Mateo County

**Subject:** Call for Nominations: Special District Selection Committee Mail Ballot to Elect Regular Special District Members on San Mateo LAFCo Pursuant to Government Code Section 56332

As you know, San Mateo LAFCo is comprised of two county supervisor members appointed by the Board of Supervisors, two city council members appointed by the City Selection Committee (also known as the Council of Mayors), two special district members selected by the Special Districts Selection Committee (comprised of the presiding officers of the independent special districts), and one public member appointed by the six members of the Commission. An alternate for each type of membership is also selected in the same manner as regular members. Terms are four years ending on the first Monday in May and members serve until reappointed or their successor is appointed. Government Code Section 56332 directs that the LAFCo Executive Officer shall call a meeting or provide for mail ballot to appoint independent special district members to LAFCo to fill vacancies or expiring terms.

The purpose of this letter is to open the nomination period for the Independent Special District Selection Committee (SDSC) to fill the independent special district regular member expiring in May 2024. The regular member position with a term ending May 2024 is currently held by Ric Loman of Montara Water and Sanitary District. (The mail ballot process for the Alternate Member position held by Kati Martin of the San Mateo County Mosquito and Vector Control District will be conducted in a separate mail ballot process once the regular member is complete.)

In this case, it has been determined that the nomination and election of both the regular and alternate special district members for the upcoming four-year term ending May 2024 shall be held by mail in **two separate mail ballot processes**. For the nomination period, LAFCo will accept written nominations on your district's letterhead signed by your board president or board-appointed alternate for the regular member position. No board action is necessary unless your board president is not able to participate. Nominations for the regular member may

**COMMISSIONERS:** JOSHUA COSGROVE, CHAIR, SPECIAL DISTRICT ▪ WARREN SLOCUM, VICE CHAIR, COUNTY ▪ RICH GARBARINO, CITY ▪ DON HORSLEY, COUNTY ▪ MIKE O'NEILL, CITY ▪ RIC LOHMAN, SPECIAL DISTRICT ▪ ANN DRAPER, PUBLIC

**ALTERNATES:** KATI MARTIN, SPECIAL DISTRICT ▪ HARVEY RARBACK, CITY ▪ JAMES O'NEILL, PUBLIC ▪ DAVE PINE, COUNTY

**STAFF:** MARTHA POYATOS, EXECUTIVE OFFICER ▪ REBECCA ARCHER, LEGAL COUNSEL ▪ ROB BARTOLI, MANAGEMENT ANALYST ▪ ANGELA MONTES, CLERK

only be submitted in writing via mail, fax or e-mail and with the signature of the Special District President/Chair (or Board-appointed alternate board member) and must be received by LAFCo by 5:00 p.m. July 27, 2020. Nominations and voting for the alternate member will commence upon completion of the regular member selection process.

Once the nomination period is closed, the LAFCo Executive Officer will distribute a notice and mail ballots, requesting return of the ballot no later than 21 days from the date of the notice. Section 56332(c)(2) provides for distribution of mail ballots by certified mail or by electronic mail with the consent of the district. For both expediency and cost savings it is hoped that districts will consent to distribution of the ballots by electronic mail. To this end, it is requested that your District return the attached "Authorization to transmit the LAFCo Special District Member Ballot by Electronic Mail" and provide LAFCo with the desired email address for distribution of the ballot.

In summary, nominations are now open for the independent special district regular member position with term ending May 2024 and we need your district's authorization to transmit an election ballot via email.

Board presidents or board-appointed alternates are requested to complete the following two steps:

1. Submit written nominations for the regular LAFCo member on your district's letterhead with your signature or that of a board-appointed alternate.
2. Complete and submit the "Authorization to transmit the LAFCo Special District Member Mail Ballot by Electronic Mail."

**You must return your authorization form and all nominations to LAFCo no later than 5:00 pm, Monday, July 27, 2020.**

If you have questions concerning this process, please contact me directly.

Sincerely,

Martha Poyatos  
Executive Officer

Attachment: Authorization Form  
San Mateo LAFCo Fact Sheet

Distribution: Presiding Officers of Independent Special Districts in San Mateo County

**Authorization to Transmit Special District Selection Committee Ballot  
by Electronic Mail  
[Pursuant to Section 56332 (C) (2)]**

The \_\_\_\_\_ District hereby authorizes LAFCo  
(name of district)

to send the Special District Selection Committee Ballot by electronic mail to:

\_\_\_\_\_  
(Name of board president or board authorized voting delegate **and e-mail address**)

for the purpose of voting for alternate special district term ending May 2020.

Submitted by: \_\_\_\_\_  
Printed Name of District President or District Manager/Chief

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return by July 27, 2020 by mail, fax or electronic mail to:

Martha Poyatos, Executive Officer  
San Mateo LAFCo  
455 County Center  
Redwood City, CA 94063  
650/363-4224 – phone  
650/363-4849 – fax

Electronic mail: **mpoyatos@smcgov.org**



## WEST BAY SANITARY DISTRICT AGENDA ITEM 9

**To:** *Board of Directors*

**From:** *Sergio Ramirez, District Manager*

**Subject:** *July 8<sup>th</sup> Update Report on District Response to Corona Virus*

---

### **Background**

In early March of 2020, the outbreak of Corona Virus in the USA caused Federal, State and Local governments to enact several laws, regulations and guidelines to mitigate the impact of the spread and severity of the virus including Shelter in Place. The District has been very busy employing measures to meet those regulations and guidelines as well as taking action to ensure the safe working conditions of staff and minimize exposure of and interaction with the public.

### **Analysis**

The District has thus far taken action in regards to: Shelter in Place, Social Distancing, Personal Protective Equipment, and the Injury and Illness Prevention Program (IIPP).

*Shelter in Place:* The District as a wastewater agency has been designated as an “Essential Service” and supplied employees with letters drafted by legal counsel that can be shown to legal authorities, if required, to justify their travel to, during and from work. In addition, the District has developed a Modified Work Schedule that requires individuals to stay at home or telecommute in order to reduce interaction and thus the potential of any spread of the virus among District staff. The District has also implemented the use of Zoom for meetings to reduce the need for consultants, partners, the public and Board member to attend in person. A camera and large screen have been installed to accommodate this mode of virtual meetings.

*Social Distancing:* District staff has employed several measures related to Social Distancing including; limiting meeting size to 10, marking seating spots at tables with 6 foot separation, signage encouraging 6 foot distancing, separation of reporting stations to include the FERRF, Plexi-glass shields at the counter and between workspaces that cannot achieve 6 foot distancing, and closing of the District Office to the public unless by appointment.

---

**Report to the District Board for the Regular Meeting of July 8, 2020**

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

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

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

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

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

The District will now be faced with transitioning back to normal operations. The District Office is expected to re-open in the next week or two. Construction activities are increasing and inspections are being scheduled much more frequently. Social Distancing and PPE will continue to be key elements of District life for the foreseeable future.

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



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

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

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

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

### **Fiscal Impact**

While there has been considerable expense to implementing some of the COVID 19 mitigation measures such as; converting the FERRF office space (approx. \$2,000), purchasing PPE for stock (\$8,000 to \$10,000), Public Outreach (\$10,500), Zoom Meeting Equipment (approx. \$6,000) these expenses can thus far be absorbed in the Operating budget due to staff's constant frugal spending practices. The FY2020-21 Budget won't be substantially impacted by the effects of the national COVID 19 response but the following FY2021-22 Budget will be affected to a yet undetermined amount in loss of revenue in the Commercial sector due to the current Shelter in Place mandate.

### **Recommendation**

The District Manager recommends the Board accept this report and provide comments to the District Manager in regards to the report. Additional information may be available at the Board meeting as conditions and responses are rapidly changing throughout the COVID 19 situation.

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 10**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Discussion and Direction on Recycled Water Projects – Sharon Heights and Bayfront, Including Project Status**

---

A discussion will be held on the Recycled Water Projects – Sharon Heights and Bayfront Facility and other events related to the recycled water project including financing, design/build issues and grant applications. The Board will have opportunity to provide direction to staff and legal counsel.

The following is a disclosure statement required for any document, written report or brochure prepared in whole or in part pursuant to the Finance Agreement with the State Water Resources Control Board for the West Bay Sanitary District Recycled Water Project - Sharon Heights:

*Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.*

THIS PAGE LEFT INTENTIONALLY BLANK



**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 11**

**To: Board of Directors**

**From: Sergio Ramirez, District Manager**

**Subject: Report & Discussion on South Bayside Waste Management Authority (SBWMA)**

---

The District's representative to South Bayside Waste Management Authority (SBWMA), President Fran Dehn, will report on any pertinent items regarding SBWMA business.



**BOARD OF DIRECTORS**  
**THURSDAY, June 25, 2020 at 2:00 p.m.**

VIA ZOOM VIDEO OR TELECONFERENCE MEETING ONLY

Link to Join: <https://us02web.zoom.us/j/89774505125?pwd=dXJBUlo5dzJtQ1plczlzVTh4QUxkZz09>

Phone number for voice access: 1 (669) 900 9128

Meeting ID: 897 7450 5125

Password: 475891

**PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20, THE MEETING WILL BE HELD BY TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY. THE PUBLIC MAY PARTICIPATE BY SUBMITTING COMMENTS ON ANY AGENDA ITEM VIA EMAIL PRIOR TO OR DURING THE MEETING BY SENDING THOSE COMMENTS TO [RETHINKER@RETHINKWASTE.ORG](mailto:RETHINKER@RETHINKWASTE.ORG).**

**TELECONFERENCE PARTICIPANTS**

**ALL BOARDMEMBERS WILL PARTICIPATE BY TELECONFERENCE AND/OR VIDEO CONFERENCE PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-25-20**

**PURSUANT TO RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL DUE TO ALL BOARDMEMBERS PARTICIPATING BY TELECONFERENCE AND/OR VIDEO CONFERENCE**

**ANY REQUEST FOR REASONABLE ACCOMMODATION SHOULD BE ADDRESSED TO CYNDI URMAN AT [CURMAN@RETHINKWASTE.ORG](mailto:CURMAN@RETHINKWASTE.ORG).**

**AGENDA**

**1. Call to Order/Roll Call**

**2. Public Comment**

Persons wishing to address the Board on matters NOT on the posted agenda may do so. Each speaker is limited to three minutes. If there are more than five individuals wishing to speak during public comment, the Chairman will draw five speaker cards from those submitted to speak during this time. The balance of the Public Comment speakers will be called upon at the end of the Board Meeting. If the item you are speaking on is not listed on the agenda, please be advised that the Board may briefly respond to statements made or questions posed as allowed under The Brown Act (Government Code Section 54954.2). The Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report and formal public discussion and input at that time. **Speakers may also submit comments via email prior to the meeting by sending those comments to [rethinker@rethinkwaste.org](mailto:rethinker@rethinkwaste.org).**

**3. Adjourn to Closed Session:** Pursuant to Government Code Section §54956.9 – Conference with Legal Counsel – Anticipated Litigation (one case). *Board Members will receive separate Zoom information for the closed session.*

**THE REGULAR PORTION OF THE MEETING IS ANTICIPATED TO BEGIN AT 2:20PM**

**4. Call to Order/Roll Call (Open Session)**

**5. Public Comment**

**6. Executive Director's Report**

A. Discussion of COVID-19 Impacts

p. 5

p. 9

**7. Approval of Consent Calendar**

Consent Calendar item(s) are considered to be routine and will be enacted by one motion. There will be no separate discussion on these

items unless members of the Board, staff or public request specific items be removed for separate action. *Items removed from the Consent Calendar will be moved to the end of the agenda for separate discussion.*

- A. Approval of the Minutes from the May 28, 2020 Board of Directors Meeting **ACTION p. 15**
- B. Resolution Accepting the Findings from the Audit of Contractor's Financial and Operational Reporting in 2019 by R3 Consultants **ACTION p. 21**

**8. Administration and Finance**

- A. Review Coverage and Premium Options for the Shoreway Environmental Center's Property/Fire Insurance Policy for FY20/21 **ACTION p. 37**
- B. Resolution Approving the FY20/21 SBWMA Budget and 6-Month (July 1, 2020 – December 31, 2020) Transition Budget and Capital Budget **ACTION p. 45**

**9. Collection and Recycling Program Support and Compliance**

No Items

**10. Shoreway Operations and Contract Management**

- A. Resolution Authorizing the Executive Director to Execute a Contract with Tanner Pacific for Construction Management services at the Shoreway facility for FY20/21 **ACTION p. 79**
- B. Resolution Approving Organics Processing Agreement with Recology-BVON for a Five Year Term, 2021-2025, at a Cost of Approximately \$5,437,238 **ACTION p. 83**

**11. Public Education and Outreach**

No Items

**12. Informational Items Only (no action required)**

- A. 2020 Legislative Session Update **p. 91**
- B. 2020 Finance and Rate Setting Calendar **p. 97**
- C. Check Register Detail for May 2020 **p. 99**
- D. Quarterly Technical Consulting Contracts Update **p. 107**
- E. Potential Future Board Agenda Items **p. 109**

**13. Board Member Comments**

**14. Adjourn**

THIS PAGE LEFT INTENTIONALLY BLANK





**WEST BAY SANITARY DISTRICT  
AGENDA ITEM 12**

**To:            *Board of Directors***

**From:         *Sergio Ramirez, District Manager***

**Subject:      *Report & Discussion on Silicon Valley Clean Water (SVCW),  
Including Discussion on SVCW CIP Program and Financing***

---

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

---

**Report to the District Board for the Regular Meeting of July 8, 2020**

THIS PAGE LEFT INTENTIONALLY BLANK