

1902 - Serving Our Community for over 115 Years - 2019
WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS
REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JUNE 26, 2019 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025

Board Members

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

District Manager

Phil Scott

District Legal Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

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

1. Call to Order and Roll Call
2. Communications from the Public
3. Consider Adoption of a Resolution Authorizing the West Bay Sanitary District to Revise the Allocable Share from the Previously Approved 28.43% to 30.5% (as defined in the Amendment to the Financing Agreement) of Debt Service on the Silicon Valley Clean Water 2019 Wastewater Revenue Notes and the Water Infrastructure Finance and Innovation Act Loan (WIFIA Loan) and to Authorize an Amendment to the Financing Agreement Previously Authorized on May 22, 2019 Pg. 3-1
4. District Manager's Report Pg. 4-1
5. 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 12, 2019 Pg. 5A-1
- B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for June 26, 2019 Pg. 5B-1
- C. Consider to Ratify and Approve Report on District's Investment Portfolio Including the Transactions of Assets Described Therein as of 5/31/19 Pg. 5C-1
- D. Consideration of Authorizing the District Manager to Issue the Class 3 Permit for the Sewer Manhole Rehabilitation at Menlo College, Atherton, CA Pg. 5D-1

6. Consider Adoption Of Resolution Approving Amendment No.6 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 Pg. 6-1
7. Consider Adoption Resolution to Approve Amendment #6 to the Agreement for Root Foaming Services with Duke's Root Control Inc., and Authorize the District Manager to Execute Said Amendment Pg. 7-1
8. Discussion and Direction on Recycled Water Projects - Sharon Heights & Bayfront, Including Project Status Pg. 8-1
9. Report & Discussion on South Bayside Waste Management Authority (SBWMA) Pg. 9-1
10. Report & Discussion on Silicon Valley Clean Water (SVCW) and Discussion on SVCW CIP Program and Financing Pg. 10-1
11. Closed Session:
 - A. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: District Manager, Legal Counsel, IEDA;
Employee Organization: Exempt Employees, Unrepresented Employees, & Teamsters Local 350
 - B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d)) Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SMCSC Case No. 18CIV02183
12. Consideration to Approve and Adopt the Memorandum of Understanding Between West Bay Sanitary District and the Sanitary Truck Drivers and Helpers International Brotherhood of Teamsters, Local 350 and Authorize the President of the District Board to Execute the Memorandum of Understanding Pg. 12-1
13. Consider Adoption of Resolution Establishing Rates of Pay and Related Compensation Provisions Pg. 13-1
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: *Phil Scott, District Manager*

Subject: *Consider Adoption of a Resolution Authorizing the West Bay Sanitary District to Revise the Allocable Share from the Previously Approved 28.43% to 30.5% (as defined in the Amendment to the Financing Agreement) of Debt Service on the Silicon Valley Clean Water 2019 Wastewater Revenue Notes and the Water Infrastructure Finance and Innovation Act Loan (WIFIA Loan) and to Authorize an Amendment to the Financing Agreement Previously Authorized on May 22, 2019.*

Background

The District is a Member Agency of Silicon Valley Clean Water (SVCW), a joint powers authority created to manage and operate wastewater treatment and disposal facilities for the City of Redwood City, the City of San Carlos, the City of Belmont and West Bay Sanitary District. SVCW is responsible for arranging funding for the wastewater treatment and disposal facilities.

On May 22, 2019 through Resolution # 2143 (2019), the District previously authorized a Financing Agreement with SVCW to pay for its allocable share of the capital expenditures and funding sources for the Regional Environmental Sewer Conveyance Upgrade ("RESCU") Program of SVCW. Originally, the par amount of the Water Infrastructure Finance and Innovation Act Loan (WIFIA Loan) and 2019 Note Issuance (2019 Notes) was estimated at not to exceed \$253.54 million. This assumed the State Water Resources Control Board ("SWRCB") would provide SVCW with \$140.8 million of matched funding needs for the RESCU project. Subsequently SVCW identified a significant change to its proposed 2019 debt issuance. SVCW confirmed it can increase the amount borrowed from lower-cost State Revolving Fund ("SRF") loans provided through the SWRCB to approximately \$169 million. This change will permit the Authority to (i) reduce its overall borrowing needs and (ii) shift approximately \$29 million of RESCU Program funding to the lower-cost SRF loans. The increase in the borrowing amount and the anticipated cash contribution from the City of Belmont will lower the par amount of the WIFIA Loan and 2019 Note Issuance to not to exceed \$218 million.

Analysis

Increasing SWRCB funding to \$169 million will reduce the 2019 Notes (and the subsequent use of WIFIA Loan proceeds) to \$218 million. Changes in the funding program for RESCU

necessitate changes to the Financing Agreements. Specifically, the Board is asked to authorize changes to the Financing Agreements between SVCW and the District to increase its maximum percentage of allocable debt service in support of the WIFIA Loan and the 2019 Notes. This proposed Board action authorizes staff to increase its maximum funding to 30.5% to allow for a cushion for changes.

Therefore, the District Manager is recommending approval of the resolution to authorize the District Manager to revise the Allocable Share from the previously approved 28.43% to 30.5% (as defined in the Amendment to the Financing Agreement) of debt service on the Silicon Valley Clean Water (“SVCW”) 2019 Wastewater Revenue Notes (the “2019 Notes”) and the Water Infrastructure Finance and Innovation Act loan (the “WIFIA Loan”) and to authorize an amendment to the Financing Agreement previously authorized on May 22, 2019.

Fiscal Impact

By shifting approximately \$29 million of borrowing to a State Water Resources Control Board (“SWRCB”) loan with an interest rate approximately 1.30% lower than the WIFIA loan, participating SVCW members will save approximately \$3.5 million (on a present value basis) over the amortization period of the WIFIA Financing Program. The District’s share of that savings is approximately \$1 million over the life of the loan.

Recommendation

The District Manager recommends the Board adopt a resolution authorizing the West Bay Sanitary District to revise the Allocable Share from the previously approved 28.43% to 30.5% (as defined in the Amendment to the Financing Agreement) of debt service on the Silicon Valley Clean Water 2019 Wastewater Revenue Notes (the “2019 Notes”) and the Water Infrastructure Finance and Innovation Act loan (the “WIFIA Loan”) and to authorize an amendment to the Financing Agreement previously authorized on May 22, 2019.

RESOLUTION NO. _____ (2019)

A RESOLUTION OF THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT AUTHORIZING REVISION TO DISTRICT'S ALLOCABLE SHARE OF DEBT SERVICE FROM 28.43% TO 30.5% IN CONNECTION WITH SILICON VALLEY CLEAN WATER'S WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT FINANCING PROGRAM AND TO AMEND THE FINANCING AGREEMENT

WHEREAS, in order to provide for the transmission, treatment and disposal of wastewater, the City of Belmont, the City of Redwood City, the City of San Carlos (collectively the "Cities") and the West Bay Sanitary District (collectively, the "Members") have previously entered into a Joint Exercise of Powers Agreement, dated as of November 13, 1975, as amended to the date hereof (as amended, the "Joint Powers Agreement"), under which Silicon Valley Clean Water (formerly known as the South Bayside System Authority) has been organized as a joint powers authority (the "Authority"), which is a public entity separate and apart from the Members; and

WHEREAS, under the Joint Powers Agreement, the Authority owns and operates a sub-regional wastewater treatment plant and related conveyance facilities which serve the Members, and in order to provide financing for such facilities, the Authority has previously issued multiple series of its Wastewater Revenue Bonds and the District has entered into financing agreements with respect to such bond issues; and

WHEREAS, on May 22, 2019, the District Board adopted a resolution 2143 (2019) authorizing certain actions and approving certain documents, including a financing agreement with the Authority (the "Financing Agreement"), in connection with a loan agreement under the authority of the Water Infrastructure Finance and Innovation Act (the "WIFIA Loan") with the United States Environmental Protection Agency, the issuance of certain interim notes (together with the WIFIA Loan, the "WIFIA Financing Program") and a loan from the State of California (the "State Loan"); and

WHEREAS, the Financing Agreement sets forth the District's Allocable Share (as defined in the Financing Agreement) of debt service of the WIFIA Financing Program; and

WHEREAS, the Authority has determined that the principal amount expected to be authorized under the State Revolving Fund Loan to finance the WIFIA Project has increased, which reduces the principal amount expected to be financed through the WIFIA Financing Program; and

WHEREAS, the revisions described in the preceding recital do not change the District's share of the capital costs of the WIFIA Project (26.84%%); however, the percentage share of

debt service of the WIFIA Financing Program allocated to the District was 28.43%, and now, the percentage share of debt service of the member agencies other than Belmont, is affected and the District's Allocable Share of debt service will be increased to a percentage not in excess of 30.5%; and

WHEREAS, pursuant to Section 5852.1 of the California Government Code, a GOOD FAITH ESTIMATE for the Wastewater Revenue Notes, Series 2019A, has been provided and is attached at Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED that the Board of the West Bay Sanitary District, California, hereby approves as follows:

Section 1. Revised Allocable Share of Debt Service. The District Manager is hereby authorized and directed to increase the not to exceed percentage from the previously approved not to exceed percentage of 28.43% to 30.5% of debt service as defined in the Financing Agreement, which was previously approved by a resolution adopted on May 22, 2019 by the District Board, and to amend the Financing Agreement.

Section 2. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

* * * * *

I hereby certify that the foregoing Resolution was passed and adopted by the Board of Directors of the West Bay Sanitary District at a regular meeting thereof duly held on June 26, 2019, by a vote of a majority of its members.

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Attest:

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

Exhibit A to West Bay Sanitary District Resolution

GOOD FAITH ESTIMATES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

Wastewater Revenue Notes, Series 2019A

Set forth below are **good faith estimates** of Fieldman, Rolapp & Associates, Inc., the municipal advisor to Silicon Valley Clean Water, as required under Section 5852.1 of the California Government Code (the "Code"). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

- (a) The true interest cost of the Notes is estimated at 1.84%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge of the Notes, including all fees and charges paid to third parties, is estimated at \$367,573.
- (c) Proceeds of the Notes allocated to the District for the sale of the Notes, including the estimated principal amount of the proposed Notes of \$61,000,000, plus the proposed premium of \$3,237,880, less the finance charges set forth in (b) above and capitalized interest fund of \$7,419,781, is equal to \$56,450,526 (estimated amount for the Project Fund).
- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$61,000,000 (does not include interest payable from the capitalized interest fund referenced in section (c)).

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

2019 WIFIA Loan

Set forth below are **good faith estimates** of Fieldman, Rolapp & Associates, Inc., the municipal advisor to Silicon Valley Clean Water, as required under Section 5852.1 of the Code. **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

- (a) The true interest cost of the loan is estimated at 2.41%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge of the loan, including all fees and charges paid to third parties, is estimated at \$214,720 (inclusive of the application fee). The annual servicing fee, operation and construction period fees have not yet been determined.

- (c) Proceeds of the loan allocated to the District, including the estimated principal amount of the proposed loan of \$65,545,314, will be available to fund \$61,000,000 of eligible project costs and the applicable deferred interest. The finance charges set forth in (b) above are not included in the loan proceeds.

- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$94,016,724 (total of all payments the District will make to pay debt service on the loan plus the finance charges set forth in section (b) which are not paid from proceeds of the loan).

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

Exhibit A to WBSD Resolution

Wastewater Revenue Notes, Series 2019A

Set forth below are **good faith estimates** of Fieldman, Rolapp & Associates, Inc., the municipal advisor to Silicon Valley Clean Water, as required under Section 5852.1 of the California Government Code (the “Code”). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

- (a) The true interest cost of the Notes is estimated at ~~1.842.17%~~, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge of the Notes, including all fees and charges paid to third parties, is estimated at ~~\$417,362,367.573~~.
- (c) Proceeds of the Notes allocated to the District for the sale of the Notes, including the estimated principal amount of the proposed Notes of ~~\$61,000,000~~~~68,580,000~~, plus the proposed premium of ~~\$3,237,880~~~~2,713,024~~ less the finance charges set forth in (b) above and capitalized interest fund of ~~\$7,419,781~~~~7,208,150~~, is equal to ~~\$63,667,512~~~~56,450,526~~ (estimated amount for the Project Fund).
- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at ~~\$61,000,000~~~~68,580,000~~ (does not include interest payable from the capitalized interest fund referenced in section (c)).

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

2019 WIFIA Loan

Set forth below are **good faith estimates** of Fieldman, Rolapp & Associates, Inc., the municipal advisor to Silicon Valley Clean Water, as required under Section 5852.1 of the Code. **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

- (a) The true interest cost of the loan is estimated at ~~2.412.86%~~, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge of the loan, including all fees and charges paid to third parties, is estimated at \$214,720 (inclusive of the application fee). The annual servicing fee, operation and construction period fees have not yet been determined.

(c) Proceeds of the loan allocated to the District, including the estimated principal amount of the proposed loan of ~~\$74,678,577~~65,545,314, will be available to fund ~~\$68,580,000~~61,000,000 of eligible project costs and the applicable deferred interest. The finance charges set forth in (b) above are not included in the loan proceeds.

(d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at ~~\$113,824,035~~94,231,444 (total of all payments the District will make to pay debt service on the loan plus the finance charges set forth in section (b) which are not paid from proceeds of the loan).

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

Total Project Fund Notes / W/FIA DRAW			\$ 210,322,375.87	\$ 210,322,375.87	\$ 210,322,375.87	\$ 210,322,375.87
Member					West Bay	
JPA Percentages	Belmont 9.450%	San Carlos 15.140%	Redwood City 48.570%		26.840%	100.00%
Total Capital Responsibility per JPA Agmt.						
	\$ 19,875,464.52	\$ 31,842,807.71	\$ 102,153,577.96	\$ 56,450,525.68	\$ 210,322,375.87	
Cash	\$ 12,690,000.00	\$ -	\$ -	\$ 12,690,000.00		
Notes Project Fund	\$ 7,185,464.52	\$ 31,842,807.71	\$ 102,153,577.96	\$ 56,450,525.68	\$ 197,632,375.87	
Total Available for Construction	\$ 19,875,464.52	\$ 31,842,807.71	\$ 102,153,577.96	\$ 56,450,525.68	\$ 210,322,375.87	
% Check	9.45%	15.14%	48.57%	26.84%	100.00%	

Percentage Based upon Par		3.5829%	16.1209%	51.7173%	28.5788%
Par Amount	Belmont Note Issuance	San Carlos Note Issuance	Redwood City Note Issuance	WBSD Note Issuance	Totals
Project Fund Deposits	\$ 7,610,000.00	\$ 34,240,000.00	\$ 109,845,000.00	\$ 60,700,000.00	\$ 212,395,000.00
	\$ 7,185,464.52	\$ 31,842,807.71	\$ 102,153,577.96	\$ 56,450,525.68	\$ 197,632,375.87
Cash Contribution to Notes	\$ 12,690,000.00	\$ -	\$ -	\$ -	\$ 12,690,000.00
Funds available for Construction	\$ 19,875,464.52	\$ 31,842,807.71	\$ 102,153,577.96	\$ 56,450,525.68	\$ 210,322,375.87

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WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Phil Scott, District Manager*

Subject: *District Manager's Report*

1) **CIP Project:**

- a. **Belle Haven III:** CIP construction began July 23. 98% complete. Started Winchester easement and working on punch list item.
- b. **FERRF Metal Storage Building Update:** Modifying design to accommodate for soils report. Submitted to City, City requests site visit for June 25.
- c. **FERRF Levee Project:** Scheduling a meeting with Army Corp and Regional Board to discuss the strip of CMPK land between FERRF and Bay and whether sheet piling will be acceptable. Submitted application for IRWM grant for a combined project with the Bayfront Recycled Water project.

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

- a. **Facebook ORTP:** A draft provisional Discharge permit has been written and is being reviewed for Facebook for their Onsite Reuse Treatment Plant. Cannot issue the provisional permit until the State has fully permitted operation of the plant.
- b. **Block Party:** Was on June 12 Staff had a booth for public outreach and the water truck on exhibit.
- c. **State Water Quality Control Board:** The State is proposing changes to the Waste Discharge Permit for Collection Systems and is looking to require Infrastructure Vulnerability Assessments and Climate Action Plans to be included possibly for 2020.

3) **Upcoming Events:**

- a. **Board meetings:** June 26, July 17 and August 8.
- b. **Union Negotiations:** Held third meeting June 14..

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

- a. **SSOs:** One SSO for June. 2019 Total = 4.
- b. **10 Coyote Hill, PV:** Geotech firm through F&L Engineering performed soil boring March 29th, to help determine cause of erosion on hillside within District easement, document and develop engineering plan for remediation. Reviewing soils report and recommendations.

Report to the District Board for the Regular Meeting of June 26, 2019

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

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1902 - Serving Our Community for over 110 Years - 2019

**WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JUNE 12, 2019 AT 7:00 P.M.
1100 MERRILL STREET, MENLO PARK, CA 94025**

1. Call to Order

President Dehn called the meeting to order at 7:05 PM

Roll Call

BOARD MEMBERS PRESENT: Dehn, Otte, Thiele-Sardiña (arrived 7:40pm), Walker, Moritz
BOARD MEMBERS ABSENT: None
STAFF MEMBERS PRESENT: Scott, Condotti, Kitajima, Ramirez
Others Present: Rich Laureta – Freyer & Laureta

2. Communications from the Public: None

3. District Manager's Report

Comments:

1) CIP Project:

- a. **Belle Haven III:** CIP construction began July 23. 95% complete. Project ran into Whiskey Hill geo-formation which is very poor and runny soil. Reduced scope of project slightly to mitigate costs. Final paving for the project is underway. Change order being considered for another 460' of 6" pipe replacement.
- b. **FERRF Metal Storage Building Update:** Modifying design to accommodate for soils report. Submitting to the City.
- c. **FERRF Levee Project:** Scheduling a meeting with Army Corp and Regional Board to discuss the strip of CMPK land between FERRF and Bay and whether sheet piling will be acceptable. Submitted application for IRWM grant for a combined project with the Bayfront Recycled Water project.
- d. **Alpine Road Project:** A bicyclist was injured riding through traffic control cones on Alpine Road.

2) Affiliate Agency/Association News:

- a. **Facebook ORTP:** A draft provisional Discharge permit has been written and is being reviewed for Facebook for their Onsite Reuse Treatment Plant. Cannot issue the provisional permit until the State has fully permitted operation of the plant.
- b. **Block Party:** June 12. Staff will have a booth for public outreach and the water truck will be on exhibit.
- c. **State Water Quality Control Board:** The State is proposing changes to the Waste Discharge Permit for Collection Systems and is looking to require Infrastructure Vulnerability Assessments and Climate Action Plans to be included possibly for 2020.

3) Upcoming Events:

- a. **Board meetings:** Next mtg: 7 pm, June 26.
- b. **Union Negotiations:** Held Second meeting May 16.
- c. **Retirement Lunch:** July 18.

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

- a. **SSOs:** One SSO for June. 2019 Total = 4.
- b. **10 Coyote Hill, PV:** Geotech firm through F&L Engineering performed soil boring March 29th, to help determine cause of erosion on hillside within District easement, document and develop engineering plan for remediation. Reviewing soils report and recommendations.
- c. **University Pump Station:** DM Scott presented a picture of new fencing.

4. Consent Calendar

- A. Approval of Minutes for Regular meeting May 22, 2019
- B. Approval of the Withdrawal Order Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters for June 12, 2019
- C. WBSD Operations and Maintenance Report – May 2019
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – May 2019
- E. Consideration to Approve Replacement of the Diesel Fuel Tank at University Pump Station
- F. Consider to Approve the Payment of \$13 M of Allocable Bond Debt for the SVCW 2018 Bond Issue from Cash and Investment Maturities

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

CONSIDERATION OF ITEM(S) REMOVED FROM THE CONSENT CALENDAR

Comments: None.

5. Consider Authorizing District Manager to Amend the Consultant Agreement with Freyer & Laureta, Inc. to combine the FERRF Levee Improvement Project and the Bayfront Recycled Water Treatment Facility Project

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

Comments: DM Scott reported on this project and the need for an EIR which incur additional cost in the amount of \$395,000 that would need to be added to Capital Asset Fund budget.

6. Consideration of Approving the FY 2019/20 General Fund and Capital Assets Fund Budgets and 10- Year Capital Improvement Plan Projection

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

Comments: DM Scott outlined changes to the proposed budget since the Budget Workshop. They include an additional \$5,700 for Personnel & Accounting Specialist, \$5,000 for contact flow meter, contribution of \$350,000 to Capital Project Reserve and an additional \$395,000 for combined EIR at the FERRF.

7. Consideration of Establishing Date and Time of Public Hearing to Consider Annual Sewer Service Charge Report for Fiscal Year 2019/2020

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

Comments: DM Scott informed the Board that this year appears to be approximately \$1M short in revenue. Additional work and review of water data and flow dar readings needs to be conducted in order to resolve the issue. In addition TE Connectivity has cut their production in half changing their charges by \$1M and some Facebook properties are still in construction and can't be billed until complete. Secretary Otte reviewed the report. Motion by Director Moritz to conduct the public hearing on July 17.

8. Consider to Approve Change Order for 6" Recycled Water Pipeline to be Installed from Caltrans Right-of-Way to Saga Lane, Alongside Sand Hill Road for a Not-to-Exceed Amount of \$316,000

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

Comments: None.

9. Consider approval of Change Order 1 for Installation of 460 feet of 8-inch pipe added to the Belle Haven III project for approximately \$220,000

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

Comments: DM Scott discussed the need to repair this section of pipe to prevent splashing residences during cleaning.

10. Discuss City of Menlo Park and West Bay Sanitary District Vehicle Maintenance Agreement

Comments: DM Scott presented reports to the Board from the City of Menlo Park showing man hours for the vehicle maintenance over the past several years which shows the District's average hours at about 150 hours per year.

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

Comments: DM Scott reported that the control panels are going in for the Sharon Heights Project.

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: DM Scott reported that the Board will consider a resolution on June 26 to authorize the District to revise allocable share from previously approved 28.43% to 30.5% of debt service in order to take advance of additional SRF available and save in loan principal and interest payments.

14. Closed Session

- A. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Cal. Govt. Code §54957.6) Agency designated representatives: District Manager, Legal Counsel, IEDA
Employee Organization: Exempt Employees, Unrepresented Employees, & Teamsters Local 350

- B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Cal. Govt. Code §54956.9(d))
Name of Case: *1740 Oak Avenue, LP v. West Bay Sanitary District, et al.* – SMCSC Case No. 18CIV02183

- C. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to Cal. Govt. Code § 54956.9(d)(4): (1 potential case)

Entered closed session at 7:50 p.m. Left closed session at 8:40 p.m.

Reportable action: None.

15. Report & Discussion on Silicon Valley Clean Water (SVCW) and Discussion on Recent SVCW Settlement

Comments: None.

16. Discussion on Future Board Meeting Dates for the Summer

Comments: Future Board meeting dates include: June 26, July 17 and August 14.

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 8:47 PM

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**WEST BAY SANITARY DISTRICT
WITHDRAWAL ORDER**

June 26, 2019

CHECK	TO WHOM PAYABLE	PURPOSE	AMOUNT
65217	TODD REESE	Payroll	154.29
65218	TEAMSTERS LOCAL NO. 350	Union Dues	826.00
65219	NAVIA BENEFIT SOLUTIONS	Navia Benefits	1,163.52
65220	MARIE RAMIREZ/SDU	Wage Garnishment	508.62
65221	FRANCHISE TAX BOARD	Wage Garnishment	250.00
65222	OCCASIONS, ETC.	Other Operating Expense - A&E	389.97
65223	BUCKLES-SMITH	Operating Supplies - Coll	559.40
65224	MATHESON TRI-GAS, INC.	Operating Supplies - Coll	47.12
65225	ADS LLC	Plant & Admin	10,257.24
65226	AMERICAN MESSAGING	Utilities - A&G	64.01
65227	AQUALITY WATER MANAGEMENT INC.	Deposits (Facebook)	1,547.15
65228	BAGGENGINEERS	Professional Services - A&G	13,900.00
65229	CALPERS LONG-TERM CARE PROGRAM	LTC Withholding	26.61
65230	CINTAS CORP	Contract Services - Coll	648.71
65231	DU-ALL SAFETY, LLC	Professional Services - Coll	1,620.00
65232	FREYER & LAURETA	CIP & Professional Services - A&G	39,063.53
65233	HANSEN SUPPLY COMPANY	Operating Supplies - Coll	910.95
65234	HELIX LABORATORIES, INC.	Operating Supplies - Coll	2,832.91
65235	IEDA	Professional Services - A&G	734.00
65236	JANI-KING OF CA, INC - SFR/OAK	Contract Services - A&G	726.60
65237	LOG ME IN	Repairs & Maintenance - Coll	65.00
65238	LUCITY, INC.	Repairs & Maintenance - Coll	5,290.50
65239	CITY OF MENLO PARK	Utilities - Coll	42.41
65240	ABILA	Repairs & Maintenance - Coll	5,317.00
65241	MSDS ONLINE, INC.	Memberships - Coll	399.00
65242	OCCUPATIONAL HEALTH CENTERS	Professional Services - A&G	163.22
65243	PACIFIC GAS & ELECTRIC	Utilities - Coll	3,893.10
65244	SEEKZEN SYSTEMS	Professional Services - Coll	475.00
65245	TPX COMMUNICATIONS	Utilities - Coll	2,281.16
65246	WOODARD & CURRAN	CIP & Professional Services - A&G	1,993.58
65247	ZOOM IMAGING SOLUTIONS, INC.	Rents & Leases - Coll	220.37
65248	THE CONCEPT GENIE	Printing & Publications/Deposits - A&G	859.40
65249	AAA RENTALS	Operating Supplies - Coll	156.73
65250	AMERICAN WATER SERVICES	Utilities - Coll	71.42
65251	ANDERSON PACIFIC	CIP - RW Facility	1,598,394.00
65252	ATCHISON, BARISONE & CONDOTTI	Professional Services - A&G	11,798.40
65253	BAGGENGINEERS	Professional Services - A&G	13,370.00
65254	BAY AREA PAVING CO. INC.	Contract Services - Coll	4,950.00
65255	CALIFORNIA WATER SERVICE	Utilities - Coll	1,581.97
65256	CHEMSEARCH	Operating Supplies - Coll	1,610.80
65257	CINTAS CORP	Contract Services - Coll	832.35
65258	CITY OF FOSTER CITY	Printing & Publications - A&G	500.00
65259	ELITE PARTS LLC	Repairs & Maintenance - Coll	2,320.01
65260	DELL MARKETING L.P.	Repairs & Maintenance - Coll	1,484.02
65261	THE ALMANAC	Printing & Publications - A&G	264.00
65262	FINISHMASTER INC	Operating Supplies - Coll	41.83
65263	NAVIA BENEFIT SOLUTIONS	Employee Benefits - A&G	25.00
65264	GRANITE ROCK, INC.	Operating Supplies - Coll	864.57
65265	HARRINGTON INDUSTRIAL PLASTICS	Repairs & Maintenance - Coll	120.77
65266	HOME DEPOT CREDIT SERVICES	Operating Supplies - Coll	2,573.57
65267	KONE INC.	Contract Services - A&G	248.74
65268	MEDCO SUPPLY COMPANY	Operating Supplies - Coll	242.04
65269	CITY OF MENLO PARK-Repair	Repairs & Maintenance - Coll	5,604.58
65270	CITY OF MENLO PARK-Fuel	Gasoline, Oil & Fuel - Coll	5,175.69
65271	MISSION CLAY PRODUCTS, LLC	Operating Supplies - Coll	1,501.92
65272	OMEGA INDUSTRIAL SUPPLY, INC.	Operating Supplies - Coll	1,340.05

65273	PENINSULA BUILDING MATERIALS	Operating Supplies - Coll	88.82
65274	PRECISION ENGINEERING	CIP - Belle Haven III	319,779.62
65275	RANGER PIPELINES	CIP - Alpine Road	601,270.20
65276	RED WING SHOE STORE	Operating Supplies - Coll	674.21
65277	ROBERTS & BRUNE CO	Operating Supplies - Coll	2,540.20
65278	SAFETY-KLEEN, CORP.	Operating Supplies - Coll	2,158.54
65279	SAN MATEO CO HEALTH DEPT	Research & Monitoring - Coll	64.00
65280	UNITED RENTALS NORTHWEST, INC.	Operating Supplies - Coll	315.38
65281	WECO INDUSTRIES, INC.	Operating Supplies - Coll	2,322.59
65282	YOUNG'S AUTO SUPPLY CENTER	Fleet - Repairs & Maintenance - Coll	379.73
65283	BAGGENGINEERS	CIP - Belle Haven III	6,395.00
		TOTAL CHECKS	<u>2,688,291.12</u>

WIRES

TRANSFER DATE

PURPOSE

6/21/2019	Employee Payroll - Pay Period 6/7/2019-6/21/19	96,259.30
6/21/2019	Federal Payroll Taxes	13,804.66
6/21/2019	State Payroll Taxes	5,416.25
6/21/2019	ICMA Fees	8,460.03
6/21/2019	Prime Pay Fees	406.44
		<hr/>
	WIRE TRANSFERS FROM BofW CHECKING	<u>124,346.68</u>
		<hr/>
6/10/2019	SRF Reimbursement #8	1,099,283.00
6/10/2019	SRF Reimbursement #9	1,658,813.00
6/10/2019	SRF Reimbursement #10	1,006,691.00
6/11/2019	Recology	8,261.35
		<hr/>
	WIRE TRANSFERS To BofW CHECKING	<u>3,773,048.35</u>

Secretary

President

WITHDRAWAL ORDER
SUPPLEMENTAL PURCHASE REGISTER
06/26/2019

OPERATING SUPPLIES & OFFICE EXPENSE

<u>CHECK</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>
65234	2,832.91	HELIX LABORATORIES, INC.	55 Gallon Drum of Grease Absorbent Clean Up Chemicals & Pump
65256	1,610.80	CHEMSEARCH	Grease and Oil Absorbent Clean Up Product & Chemicals
65266	2,573.57	HOME DEPOT CREDIT SERVICES	Replacement of Refrigerator, Parts for Unit 209, Lights, & Brass Couplers
65271	1,501.92	MISSION CLAY PRODUCTS LLC	36 - 6x6 Band Seals, 12 - 6x4 Band Seals, & 20 - 6" Couplers
65272	1,340.05	OMEGA INDUSTRIAL SUPPLY, INC.	Kleen & Shine, Air Cylinders, and Sanitizing Wipes
65277	2,540.20	ROBERTS & BRUNE CO	Supplies - Assorted Clay Pipe and Couplers
65281	2,322.59	WECO INDUSTRIES, INC.	4 Fill Hoses, 6 - 3x3 Tiger Tail, 6- 3x2 Tiger Tail, & Flexible Sharp Blades

MISCELLANEOUS

<u>CHECK</u>	<u>AMOUNT</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>
65217	154.29	TODD REESE	Refund from ICMA Excess Payment
65225	10,257.24	ADS LLC	Installation of Rain Gauges at Pump Stations
6226	1,547.15	AQUALITY WATER MANAGEMENT INC.	Facebook RW Project Consulting - Reimbursed from Facebook Deposit
65228	13,900.00	BAGGENGINEERS	Field Density Testing Alpine Road
65232	39,063.53	FREYER & LAURETA	Levee Design - \$2,281, Belle Haven III - \$13,971, RW Facility Inspection - \$10,690, & Easement Stabilization Study - \$12,121.53
65238	5,290.50	LUCITY, INC.	Desktop & Mobile On Site Software Training for 22 Participants Over Two Days
65240	5,317.00	ABILA	1 Year Renewal of Accounting Software Maintenance & Support
65246	1,993.58	WOODARD & CURRAN	CIP - Bayfront Resource Recovery
65251	1,598,394.00	ANDERSON PACIFIC	RWF Contract Payment No. 14
65253	13,370.00	BAGGENGINEERS	Field Density Testing for Belle Haven III & Alpine Road
65254	4,950.00	BAY AREA PAVING CO. INC.	Asphalt Paving for 274 Princeton Rd, MP & 1114 Marcussen Drive, MP
65259	2,320.01	ELITE PARTS LLC	Fleet - Unit 205 Vacuum Hose Replacement and Parts
65269	5,604.58	CITY OF MENLO PARK	Vehicle Maintenance for May
65270	5,175.69	CITY OF MENLO PARK-Fuel	Gasoline, Oil & Fuel for May
65274	319,779.62	PRECISION ENGINEERING	Belle Haven III - Contract Payment #9
65275	601,270.20	RANGER PIPELINES	CIP - Subsurface Lines for Alpine Road Sewer Replacement - Contract Payment #9
65278	2,158.54	SAFETY-KLEEN, CORP.	Pick-Up & Recycling Fees - Lithium Batteries & 55 Gallon Waste Drum
65283	6,395.00	BAGGENGINEERS	Belle Haven III

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

REGULAR PAYABLES	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
A-A Lock & Alarm	203.10	
A-1 Rhino Liner	-	
A & B Trailer Hitch Inc.	855.65	
A & D Automatic Gate Access	199.50	
AAA Rentals	1,132.53	156.73
ABAG Hazmat	-	
Abila	5,317.00	5,317.00
ADS LLC	10,257.24	10,257.24
Academy X INC.	1,850.00	
Access	104.00	
Action Towing	787.50	
Ace Fire Equipment & Service	1,792.97	
Airgas USA, LLC	307.32	
Alan Steel & Supply Co.	-	
Albert Patino	1,802.84	
Allen Equipment Company, Inc.	-	
All Fence Company, Inc.	18,680.00	
Alliant Insurance Services Inc	15,892.00	
The Almanac	16,384.96	264.00
Alpha Analytical Laboratories	3,840.00	
Alpine Ladera Fuel Inc.	-	
American Industrial Pumps	-	
American Messaging	740.48	64.01
American Portables	229.19	
American Textile & Supply	-	
American Water Services	440.42	71.42
American Water Works Assn.	269.00	
Andes Construction Inc.	-	
Anderson Pacific	11,082,114.91	1,598,394.00
Andrighetto RA	-	
A M Consulting	-	
Aqua Natural Solutions	896.04	
Aquality Water Management Inc.	15,435.60	1,547.15
Arrowhead	-	
Ascent Elevator Services Inc.	-	
Association of Bay Area Gov.	-	
AT&T	11,365.65	
Atchison, Barisone & Condotti	100,506.78	11,798.40
Town of Atherton	3,000.00	
AW Direct	579.17	
Aztec Consultants	44,768.75	
BHI Management Consulting	-	
Backflow Prevention Specialist	-	
Baggengineers	58,510.00	33,665.00
Bayside Heating & Air	-	
Bankcard Center	54,141.18	
S.G. Banks, Inc	-	
Victor Garcia	665.30	
Barker Blue	-	
Andres BARRIGA	685.87	
Bay Alarm	21,961.75	
Bay Area Air Quality	2,293.00	
Bay Area Barricade Service Inc	1,975.10	
Bay Area Clean Water Agencies	-	
Bay Area Paving Co. Inc.	11,352.00	4,950.00
Bay Reprographic, Inc.	1,410.43	
Bayside Equipment Company	7,691.17	
Bayside Fire Protection Inc.	-	
Bay Area Clean Water Agencies	-	
Bell Electrical Supply, Inc.	547.94	
Annette Bergeron - Petty Cash	183.08	
Jed M. Beyer	794.95	
Black Pepper	1,925.00	
Blue Oaks Reimb Agrmnt Participants	-	
Bobcat West	784.91	
Boyce Reimb Agreement Participants	-	
Boy Scout Troop 222	-	
Brothers Mail Order Ind Inc	-	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
Bruce Barton Pump Service	-	
Buchanan Automation Inc.	160.39	
Buja, Mejia, Sausal Creek Assoc Reim Agrmnt	105,974.73	
Buckles-Smith	1,392.32	559.40
Burke, Williams & Sorensen	-	
CA-NV AWWA	-	
CDPH-OCP	-	
CDTFA	310.00	
CDW Government	486.75	
CRAgency, Inc.	3,745.50	
CWEA,Sfbs	355.00	
CWEA-SCVS	1,335.00	
CWEA-SAS	-	
CWEA-SFSB	-	
CWEA	7,660.00	
CWEA TCP	728.00	
CWEA Workshops	318.00	
CASA	13,370.00	
CSDA	7,252.00	
CSRMA C/O Alliant Insurance	229,600.10	
CSR Graphics	-	
State of California	-	
Calif Special Districts Assn.	-	
California Commerce	-	
Calif. Labor Law Poster Servic	152.00	
California Trenchless Inc.	-	
Calif. Utilities Emergency Assc	-	
State Water Resources Control	155.00	
California Water Service	18,251.58	1,581.97
Calpers Long-Term Care Program	638.64	26.61
Calpers Fiscal Services Div.	-	
Cal-Steam	203.10	
Caltrans	-	
Cardiac Science Corp.	-	
Center For Hearing Health Inc.	616.00	
Central Supply Co., Inc.	-	
Century Carpet, Inc.	-	
Chemsearch	2,167.60	1,610.80
Chevron	1,095.59	
Chavan & Associates LLP	21,500.00	
Christian Brothers Lining, Co.	-	
Christopher Jones	82.34	
Cintas Corp	43,389.85	1,481.06
Citibank	931.38	
Coker Pump & Equipment Company	949.33	
Comcast	3,276.73	
Commercial Capital Company Llc	-	
Comtread Inc.	-	
CPS HR Consulting	16,187.17	
Corrosion Engineering Assoc.	-	
Heath Cortez	-	
Costco Membership	60.00	
County Specialty Gases	-	
Cues	3,600.00	
CUSI	13,750.00	
Custom Tops, Inc.	646.16	
DKF Solutions Group	470.00	
D & L Supply	-	
D & S Sales	-	
Dale Scott & Co., Inc.	4,000.00	
Peggy Daniels	2,276.86	
Davey Tree Expert Company	-	
The Definitive Deodorant Co.	-	
Dell Marketing L.P.	25,364.81	1,484.02
Delta Diablo Sanitation Dist.	8,567.61	
Deluxe	1,040.12	
Dept. of Industrial Relations	-	
Dept of Motor Vehicles	-	
Detection Instruments	-	
Dewey Pest Control	25,058.00	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
Direct Safety	-	
Dolphin Graphics	2,343.28	
Downtown Ford Sales	33,203.70	
Ducky's Car Wash	-	
Duke's Root Control, Inc	203,143.94	
Du-All Safety, Llc	27,742.50	1,620.00
Susan Dunlap	312.02	
ESRI	10,000.00	
Eagle United U.S.A., Inc.	-	
East Bay Muni Utility District	2,393.00	
City of East Palo Alto	-	
Eco Office	-	
Electro-Stock Inc	-	
Elite Parts LLC	7,173.34	2,320.01
Embarcadero Media	3,971.88	
Environmental Bio Int., Llc	-	
EnviroZyme	2,998.34	
Express Safety, Inc.	-	
Fanton Reimbursement Recipients	-	
Fastenal Company	-	
Fast Response On-Site Testing	2,457.60	
Federal Express	4,161.86	
Fremont Urgent Care	1,694.00	
Finishmaster Inc	3,464.15	41.83
City of Foster City	1,500.00	500.00
Four Star Automotive, Inc.	-	
Franchise Tax Board	5,109.58	250.00
Freyer & Laureta	297,235.17	39,063.53
Full Source, LLC	687.74	
G3 Engineering, Inc	9,061.13	
GCVSC (Grtr Centrl Valley Coll Syst)	-	
Gaffigan Company	-	
Gardenland Power Equipment	3,823.74	
Gardini Electric Co. Inc.	-	
Garratt Reimbursement Recipients	-	
Angus Gavin	-	
Gearbox	-	
General Hardware & Bldrs Suppl	-	
Getgo, Inc.	-	
Givat Partnership	-	
Golden Gate Truck Center	1,661.50	
Golden Oak Reimb Agrmnt Participants	-	
Golden Street Printing Co	-	
Goldstreet Design Agency, Inc.	-	
Grainger	30,817.14	
Granite Rock, Inc.	2,842.29	864.57
Guardian Life Insurance Co.	-	
HDPE Supply	340.87	
HF&H Consultants, LLC	57,384.89	
H & R Plumbing & Drain	-	
Hach Company	11,156.67	
Hagemeyer North America, Inc.	-	
Hansen Supply Company	910.95	910.95
Hadronex, Inc.	-	
Half Moon Bay Grading & Paving	-	
Harben California	-	
Harbor Ready-Mix	1,191.43	
Harrington Industrial Plastics	381.21	120.77
Hazard Management Services	1,384.30	
Hassett Hardware	-	
Helix Laboratories, Inc.	2,832.91	2,832.91
Arthur Hildebrand	150.00	
Hillyard/San Francisco	1,210.30	
Holmes International	-	
Home Depot Credit Services	8,921.80	2,573.57
Hot Stick U.S.A.	-	
Bob Hulsmann	1,033.80	
Hydraulic Controls	-	
Hyster Sales Company	-	
ICMA-Fees	-	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
IEDA	8,808.00	734.00
IKEA Accounts Receivable	-	
Ikon Financial Services	-	
Ikon Office Solutions	-	
Industrial Safety Supply	15,476.20	
Industrial Scientific	-	
Innovyze, Inc	7,725.00	
Institute for Local Government	200.00	
Instrument Technology Corp.	17,947.09	
International Tree Experts	-	
Interstate All Battery Center	-	
Interstate Traffic Control Pro	143.66	
Invarion Inc	1,770.00	
Isac Inc	10,266.70	
J & B Corrosion Engineering	1,395.00	
Jack Doheny Companies, Inc.	2,050.00	
Jani-King of CA, Inc - SFR/OAK	7,987.44	726.60
Jonathan Werness	450.95	
King Kovers	501.74	
Bill Kitajima	300.00	
Kaman Industrial Technologies	-	
KDS Communications	1,430.00	
Kimball Midwest	4,370.13	
Kelly's Stump Removal	700.00	
Richard Kinder	-	
KIS	13,496.00	
Kone Inc.	2,984.88	248.74
Alex Kushner General Contr.	-	
L & M Transmission	1,373.31	
LDH MP, LLC	-	
LMC Truck	7,583.70	
LTW Reimb Agreement Participants	-	
Larson Consulting	-	
Lasky Trade Printing	609.01	
Las Lomitas Elementary School	-	
Aurora Ledesma	75.00	
Legacy Painting Contractors	-	
Log Me In	2,388.30	65.00
Town of Los Altos Hills	-	
Lucity, Inc.	6,095.50	5,290.50
Lyngso Garden Materials, Inc	-	
MSDS Online, Inc.	399.00	399.00
Damian Madrigal	-	
Eric Madrigal	-	
Mail Finance	1,068.72	
Mallory Co.	17,505.49	
The Marlin Company	-	
Marshall & Tidmarsh/Moulds RA	-	
Massimo Mazzon	-	
Masune	-	
Masters of Communication	-	
Matheson Tri-Gas, Inc.	525.82	47.12
Maxx Metals	767.67	
McGuire & Hester	-	
Dale/McMills Partnership	-	
Mckenna Long & Aldridge	-	
Medco Supply Company	713.21	242.04
Media Signage	795.00	
Metal Building Company	-	
Menlo Chevron	-	
Menlo Park Chamber of Commerce	475.00	
City of Menlo Park-Water	9,036.90	
City of Menlo Park-Repair	27,832.78	5,604.58
City of Menlo Park-Fuel	61,961.74	5,175.69
City of Menlo Park	33,235.66	42.41
Menlo Park Police Department	50.00	
City of Menlo Park-Print Shop	-	
Marie Ramirez/SDU	12,206.88	508.62
Menlo Park Fire Protection	8,290.00	
Menlo Park Hardware Co. #14016	1,068.37	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
Metromedia, Inc.	-	
Myers Tire Supply	-	
Mid Peninsula Abstracts	810.00	
Midwest Unlimited	-	
Mike's Camera, Inc.	-	
Mills-Peninsula Health Service	-	
Mission Clay Products, LLC	9,306.66	1,501.92
Mission Valley Ford	1,747.20	
Edward P. Moritz	-	
Morse Hydraulics	1,071.97	
Moss Rubber	1,609.06	
Motion Industries, Inc.	-	
Municipal Maintenance Equip.	10,296.04	
NCCIPMA-HR	-	
National Fleet Solutions	-	
National Notary Association	-	
Nationwide Retirement Solution	-	
National Safety Council	-	
Navia Benefit Solutions	12,962.03	1,188.52
Neopost USA Inc.	-	
Carrie Nevoli	344.82	
Carrie Nevoli - Petty Cash	480.53	
Nixon-Egli Equipment Company	-	
Norcal Materials, Inc.	-	
Nor-Cal Pipeline	-	
Norlab, Inc.	-	
North Bay Pensions	2,500.00	
No. CA. Emergency Vehicle Inst	-	
Northern Safety Co.	-	
Northern Tool & Equip Co.	-	
Northwestern Design	-	
Office Of Water Programs	-	
Occasions, Etc.	669.46	389.97
Occupational Health Centers	442.71	163.22
Ogasawara Landscape Maint.	14,340.00	
Old Toledo Brands, Inc.	-	
Omega Industrial Supply, Inc.	9,397.14	1,340.05
Onset Computer Corporation	1,523.00	
OpenGov, Inc.	-	
Oratech Controls, Inc.	-	
Orenco Systems	-	
Orlandi Trailer	-	
Orr Safety	-	
George Otte	-	
Owen Equipment Company	-	
P&F Distributers	353.44	
PC Connection Sales Corp	780.00	
Pacific Auto Repair	-	
Pacific Gas & Electric	70,365.11	3,893.10
Pacific Gas & Electric - CFM/PPC Dept	74,681.06	
PAMF	-	
Pape Machinery	-	
Patterson Medical Supply, Inc	-	
Pearpoint, Inc	-	
Peninsula Abstracts	-	
Peninsula Auto-RV Truck Service	-	
Peninsula Battery Inc.	-	
Peninsula Building Materials	3,400.34	88.82
Peninsula Corridor JPA	-	
Pacific Peninsula Group	-	
Peterson Trucks	-	
Phil Finer Refrigeration & A/C	-	
Phil Scott	5,269.51	
Piccolo Ristorante Italiano	285.75	
Pier 2 Marketing	1,500.00	
Pinnacle Products	-	
Pinpoint	-	
Pipelogix	-	
Pirtek Sfo	347.46	
Pitney Bowes, Inc.	-	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
Pollard Water.Com	-	
Ponton Industries, Inc.	19,328.07	
Precise Concrete Sawing, Inc.	-	
Precise Printing and Mailing	15,175.29	
Precision Engineering	3,997,642.87	319,779.62
Precor Home Fitness	-	
Preferred Alliance	2,745.48	
Principal Life Insurance Co.	56,052.25	
Priority 1 Public Safety	4,363.83	
Profusion Ornamental Iron	2,997.00	
Progressive Business	-	
PERS Public Agency Coalition	-	
Public Employees Retirement-Medical	439,220.22	
Public Employees Retirement	636,185.74	
Sergio Ramirez	16,683.03	
R.A. Nosek Investigations	1,468.00	
R.E.P. Nut N Bolt Guy	-	
R.S. Hughes	-	
RMC Water and Environment	377,354.73	
Radin Co.	-	
Marvin Argueta Ramos	277.76	
Rain Harvesting Supplies	-	
Ranger Pipelines	1,439,383.00	601,270.20
RapidForms	-	
Readyrefresh By Nestle	3,188.74	
Red Wing Shoe Store	7,047.89	674.21
Redwood General Tire Co., Inc.	1,070.55	
Reed & Graham, Inc.	-	
Todd Reese	154.29	154.29
Re-Pipe California	-	
Restoration Management Co.	-	
Rhino Networks	858.00	
Rich Voss Trucking	1,823.68	
Ricker Machinery Company	-	
Roberts & Brune Co	24,174.49	2,540.20
Roto Rooter	-	
Rubber Flooring Inc.	-	
Santified Plumbing & Rooter	-	
Silicon Valley Clean Water	7,809,933.49	
SVCW Bond - 2009 Bond	964,651.85	
SVCW Bond - 2014 Bond	1,144,768.23	
SVCW Bond - 2015 Bond	824,050.00	
SVCW Bond - 2018 Bond	1,838,480.56	
SVCW SRF Loan payment	506,765.21	
SBWMA	-	
SWRCB	12,259.00	
Safeguard Armor	-	
Safety Center Inc	2,704.00	
Safety-Kleen, Corp.	2,675.23	2,158.54
Sage Software	-	
San Mateo County Employees	32,993.55	
San Mateo County Assessor	305.00	
SM County-CSDA	-	
San Mateo County Clerk	4,303.00	
San Mateo County Elections	-	
SM County Environmental Health	-	
SM County-EmpI Services	-	
San Mateo Co Health Dept	1,480.00	64.00
SM County Public Health	-	
San Mateo County	6,269.00	
SM County Recorder	-	
San Mateo County Sheriffs Dept	-	
San Mateo County Tax Collector	852.16	
Samtrans	-	
George Sanchez III	225.00	
Rupert Sandoval	716.71	
Santa Clara Valley Water Dist.	100.00	
County of San Mateo LAFCO	18,386.00	
County of Santa Clara	605.00	
Santa Clara County Clerk - Recorder Office	221.00	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
Santa Clara County Dept of Env. Health	-	
Santa Clara Valley - CWEA	-	
Henry Santos	-	
Scelzi Enterprises, Inc.	-	
Robert J. Scheidt	639.11	
Schmidt/Tabacco RA	-	
John T. Seace, LS	20,000.00	
Secretary of State	-	
Seekzen Systems	6,420.00	475.00
Sensera Systems	1,716.00	
Sequoia Automotive	-	
Shape Incorporated	61,456.07	
Siemens Industry, Inc.	-	
Simonds Machinery Co.	-	
Snap on Industrial C/O	-	
Sharp Business Systems	4,545.30	
Sharp Electronics Corporation	-	
Shaw Pipeline Inc.	-	
Signa Mechanical	15,141.84	
John R. Simonetti	-	
SIM/TECH Filter	-	
Scott Sisto	-	
Smartcover Systems, Inc.	33,268.48	
Snap on Industrial	-	
Softmart	-	
Solarwinds	55.00	
Sonsray Machinery Llc	3,570.26	
South Bay Truck & Equip.	-	
Southwest Credit	-	
Southwest Construction & Prop	-	
Southwest Products Corp.	-	
Spartan Tool LLC	4,548.22	
Sreco Flexible	-	
Staples Credit Plan	11,178.89	
State Board of Equalization	-	
State Water Resources Control	235.00	
SWRCB - Drinking Water Ops. Cert.	60.00	
Statewide Safety & Signs	-	
Sterngold Reimbursement Agreement Participants	-	
Stevens Creek Quarry, Inc.	4,249.98	
Stevens Engineering	151.97	
Stree FX Collision & Towing	5,400.00	
Sunnyvale Ford	-	
The Surtec System	641.27	
Sutter EAP	2,029.99	
Symantec Corporation	-	
System Pavers	-	
Tabacco/Schmidt Reimbursement Agreement	60,301.99	
Tap Plastics Inc.	-	
Target Specialty Products	1,589.55	
Teamsters Local No. 350	11,140.00	826.00
Teletrac Navman US LTD.	1,967.04	
Telog Instruments, Inc.	-	
Telstar Instruments, Inc.	-	
Terminix Processing Center	-	
Test America	-	
The Concept Genie	6,562.80	859.40
Roy Thiele-Sardina	-	
Thomson Reuters/Barclays	-	
3T Equipment Company	41,223.62	
3 Day Blinds, Corp.	1,234.98	
Tools Direct USA	-	
Toshiba Financial Services	3,488.35	
Total Equipment	-	
Total Safety U.S., Inc.	-	
Towne Ford Sales	5,124.36	
TPC Training	1,100.00	
TPX Communications	12,129.86	2,281.16
Tractor Equipment Sales	-	
Trailer Villa	-	

WEST BAY SANITARY DISTRICT

SUMMARY OF FY2018-19 PAYMENTS
(Through Withdrawal Order 06/26/2019)

	TOTAL BY VENDOR 7/1/2018- 06/26/2019	WITHDRAWAL 6/26/2019
REGULAR PAYABLES		
Transcom Corporation	-	
Trenchless Technology Inc.	-	
Turf & Industrial Equipment	-	
USB Memory Direct	1,162.50	
Underground Service Alert	9,447.63	
United Rentals Northwest, Inc.	315.38	315.38
US Bank	1,243.38	
U.S. BANK PARS ACCT	-	
US Concrete	-	
U.S. Healthworks Medical Group	482.37	
U.S. Jetting, LLC.	1,704.25	
V & A Consulting Engineers	29,826.25	
V.W. Housen & Associates	29,304.11	
Valley Heating & Cooling	1,432.00	
Valley Power Systems North	283.13	
Vanderlans & Sons, Inc.	-	
Verizon Wireless	19,955.64	
Vision Communications Co.	10,406.53	
Vortex Industries, Inc.	-	
David Walker	-	
Water Environment Federation	255.00	
Weco Industries, Inc.	71,935.30	2,322.59
Donna M. Wies	7,400.00	
West Valley Ventures	-	
West Yost & Associates	156,739.48	
Western States Tool & Supply	-	
Whitley Burchett & Associates	-	
Winzer Corporation	1,061.70	
Woodard & Curran	58,688.88	1,993.58
Young's Auto Supply Center	1,501.88	379.73
Zanker Road Landfill	-	
Zoom Imaging Solutions, Inc.	4,543.70	220.37
TOTAL REGULAR PAYABLES	<u>34,281,830.05</u>	<u>2,688,291.12</u>
SALARIES/WAGES & W/H		
Salaries/Wages - Net Pay	1,761,489.55	\$96,259.30
Directors Fees - Net Pay	18,113.01	
PrimePay Fees	6,278.22	\$406.44
IRS - Federal Payroll Taxes	382,750.53	\$13,804.66
EDD - State Payroll Taxes	126,035.20	\$5,416.25
ICMA	167,259.78	\$8,460.03
Performance Merit Program	75,063.49	
TOTAL SALARIES RELATED	<u>2,536,989.78</u>	<u>\$124,346.68</u>
TOTAL PAYABLES	<u>36,818,819.83</u>	<u>2,812,637.80</u>

WEST BAY SANITARY DISTRICT
Schedule of Cash Receipt Deposits
5/29/19 - 6/10/19

DEPOSIT DATE	RECEIPT NUMBER	DESCRIPTION	AMOUNT
6/10/2019	460681	Permit: 1012 Louise St, MP	\$270.00
6/10/2019	460682	Permit: 804 Woodland Ave, MP	\$405.00
6/10/2019	460683	Vendor Refund	\$154.29
6/10/2019	460684	Permit: 511 Durham St, MP	\$160.00
6/10/2019	460685	Class 3 Deposit #1095. Access + CCTV Inspection of Various Sewer Lines in Menlo Park.	\$2,545.00
6/10/2019	460686	Permit: 88 Mercedes, Ln ATH	\$270.00
6/10/2019	460687	Permit: 172 Elena Ave., ATH	\$474.07
6/10/2019	460688	Permit: 2097 Camino De Los Robles, MP	\$270.00
6/10/2019	460689	Class 3 Permit: 1000 El Camino Real, MP	\$2,545.00
6/10/2019	460690	Permit: 57 Greenoaks Dr, ATH	\$270.00
6/10/2019	460691	Inv. 2018/19-090: 200 Independence Drive, MP	\$11,019.91
6/10/2019	460692	Fee - 1049 Almanor Ave., MP	\$180.00
6/10/2019	460693	Re-Inspection Fee: 88 Mercedes Lane, ATH	\$80.00
6/10/2019	460694	SRF Reimbursement #8	\$1,099,283.00
6/10/2019	460695	SRF Reimbursement #9	\$1,658,813.00
6/10/2019	460696	SRF Reimbursement #10	\$1,006,691.00
		Total Deposit	<u>\$3,783,430.27</u>



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 5C**

To: Board of Directors

**From: Phil Scott, District Manager
Donald Sturman, Finance Manager**

Subject: Consider to Ratify and Approve Report on District's Investment Portfolio Including the Transactions of Assets Described Therein as of 5/31/19

Background

On October 27, 2010 the District named Bank of the West as the District's Investment advisor and approved to invest \$5 million in available funds according to the model portfolio.

At the October 15, 2014 Board meeting the Directors discussed the District's reserve funds and directed the DM to use recent unbudgeted revenues to fund District reserves as close to the predetermined target levels as the revenues would allow. As a result, the DM transferred \$3M from the Money Market account on October 29, 2014 to the Investment Management Fund.

At the November 19, 2014 Board meeting the Directors discussed the District's reserves and further directed the DM to apply another set of unbudgeted revenues to the reserves in an attempt to move even closer to the reserve target levels. In addition, since BOW had recently notified the District that the Money Market interest rate would be failing to match the LAIF (Local Agency Investment Fund) rate, the Board directed the DM to move the Operating Reserves to the Investment Management Fund. The District's Operating Fund – equivalent to 5 months operating expense – is designed to bridge the cash flow gap between tax roll receipts from the County from July to December of each year. The Board consensus was to fully fund the reserves at target levels. The Operating Reserves change each year as the budget changes and the target level was set as budgeted for the end of FY18-19. In March 2018 an additional reserve was established to set aside funds received from Sharon Heights Golf and Country Club for the required Recycled Water SRF Reserve.

The District's reserve funds were set as follows:

District Reserves	Target Balance	Mkt Value Balance
Emergency Capital Reserve	= \$5.0M	\$4.94M
Capital Project Reserve	= \$3.5M	\$2.81M
Operating Reserves (5 mo's Op Exp)	= \$9.4M	\$7.50M
Rate Stabilization Reserve	= \$6.5M	\$6.35M
Reserve maturities transferred to LAIF as of 5/31/19		\$4.04M
Recycled Water Cash Flow:	= \$8.0M	<u>\$8.14M</u>
BoW RW CF Reserve		\$ 223K
RW CF Reserve funds transferred to LAIF		\$7.91M
Recycled Water SRF Reserve (SHGCC) = \$806.2K		\$ 836K

Total Reserves market value at 5-31/2019 ≈\$34.58M

Analysis

The Finance Manager has attached a copy of the latest monthly Investment Management portfolio statements showing income activity and market valuations as of the end of the month for the six reserve accounts.

In May, \$950,000 of maturing investments from the Emergency Capital, Capital Project, Operating, and Rate Stabilization Reserves were transferred to LAIF increasing the total transfer to date to \$4,040,000. The purpose of this transfer is to build a source of cash liquidity for funding toward the \$6.6M payable on the 2018 SVCW Bonds on June 30, 2019. Over the next couple of months, the latest projection of reserve maturities provided by Bank of the West Wealth Management indicate a possible accumulation to approximately \$7.5M by the time the payment is due on June 30. The accumulation, however, ultimately depends on the activity of the callable securities in these reserves which could substantially reduce that amount. Possible options to fund the shortfall from the \$6.6M include liquidating the remaining balance of the Rate Stabilization Reserve or payment from general fund cash. After the July 1 payment, future maturities in the Rate Stabilization Reserve would reimburse the funds withdrawn from the other reserves to bring them back to their target levels.

As of 5/31/2019 maturing securities in the Recycled Water Cash Flow Reserve totaling \$7,918,649 have been withdrawn and deposited into LAIF. Recycled Water project spending through the end of May totaled 13,279,198 and the District has received SRF reimbursements of \$10,292,110 leaving a balance of \$4,931,562 of the Recycled Water reserve funds in LAIF as of 5/31/2019.

Fiscal Impact

The investment portfolios have been set up with the goal to yield a rate of return of approximately 2%. Based on the performance as measured by the month end market values, the yields have been trending toward this goal. The average yield in the District's LAIF account during May was 2.45%.

Recommendation

The District Manager recommends the District Board ratify and approve the report on the District's Investment Portfolio including the transactions of assets described therein as of 5/31/19.

Attachments: Investment Management Account Reports as of 5/31/2019; LAIF Performance Report ending 5/31/2019.



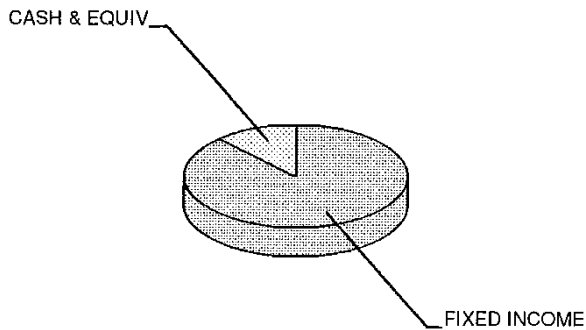
WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

WEST BAY SANITARY DISTRICT
 ATTN: PHILLIP L. SCOTT
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
Chuen Ying Lee (408) 645-3234
Portfolio
Michael D. Smith (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	598,265.05	12.2%
Fixed Income	4,313,644.22	87.8%
Total Portfolio	\$ 4,911,909.27	100.0%
Accrued Income	29,585.96	
Total Valuation	\$ 4,941,495.23	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 4,970,408.35	\$ 5,314,621.63
Income		
Interest	12,490.24	122,881.03
Purchased Income	0.00	-1,725.76
Disbursements	-53,780.17	-540,695.80
Realized Gains/(Losses)	-7,961.61	-32,602.61
Change In Accrued Income	-2,201.99	426.27
Change In Market Appreciation/(Depreciation)	23,120.17	87,863.36
Non-Cash Asset Changes	-579.76	-9,272.89
Ending Market Value	\$ 4,941,495.23	\$ 4,941,495.23



WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash Equivalents				
Bank of The West Advantage Acct	598,265.050	598,265.05 598,265.05	13,819.00 429.99	2.31%
Total Cash Equivalents		\$ 598,265.05 \$ 598,265.05	13,819.00 429.99	2.31%
Fixed Income				
Astrazeneca PLC Sr Nt 1.95% Dtd 09/18/2012 Due 09/18/2019 Callable	100,000.000	99,851.00 98,290.00	1,950.00 395.41	1.95%
Blackrock Inc Nt 5.00% Dtd 12/10/2009 Due 12/10/2019 Callable	250,000.000	253,135.00 257,170.00	12,500.00 5,937.49	4.94%
Citigroup Inc Fr 2.50% Dtd 07/29/2014 Due 07/29/2019 Non-Callable	250,000.000	249,952.50 250,142.50	6,250.00 2,118.05	2.50%
Federal Home Ln Mtg Corp Partn Gold Group #G13107 5.500% Dtd 03/01/2008 Due 07/01/2020 IPD14	1,584.950	1,586.93 3,500.80	87.00 7.26	5.49%
Federal Home Ln Mtg Corp Partn Gold Group #G11940 5.500% Dtd 03/01/2006 Due 05/01/2020 IPD14	2,135.260	2,137.87 4,140.87	117.00 9.78	5.49%
Federal Home Loan Bks Cons Bds Step Cpn Dtd 04/27/2017 Due 04/27/2022 Callable	120,000.000	121,216.80 119,730.00	2,760.00 260.66	2.28%
Federal Home Loan Bks Cons Bds 3.06% Dtd 06/28/2018 Due 06/28/2022 Callable	80,000.000	80,045.60 80,000.00	2,448.00 1,040.40	3.06%
Federal Home Loan Bks Cons Bds 3.00% Dtd 09/27/2018 Due 09/27/2021 Callable	80,000.000	80,218.40 80,000.00	2,400.00 426.66	2.99%
Federal Home Loan Bks Cons Bds 2.00% Dtd 01/27/2016 Due 01/27/2021 Callable	75,000.000	74,769.75 73,537.10	1,500.00 516.66	2.01%
Federal Home Loan Bks Cons Bds 1.70% Dtd 07/27/2016 Due 07/27/2022 Callable	140,000.000	138,838.00 134,757.12	2,380.00 819.77	1.71%





WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Farm Cr Bks Cons Systemwide Bds 1.90% Dtd 08/03/2017 Due 08/03/2022 Non-Callable	80,000.000	79,844.80 80,148.00	1,520.00 498.22	1.90%
Federal Farm Cr Bks Cons Systemwide Bds 3.17% Dtd 09/19/2018 Due 09/19/2022 Callable	80,000.000	80,212.80 80,000.00	2,536.00 507.19	3.16%
Federal Farm Cr Bks Cons Systemwide Bds 3.37% Dtd 12/05/2018 Due 12/05/2022 Callable	40,000.000	40,002.40 40,000.00	1,348.00 659.02	3.37%
Federal Home Loan Bks Cons Bds 4.125% Dtd 11/13/2009 Due 12/13/2019 Non-Callable	50,000.000	50,471.50 51,310.00	2,062.00 962.50	4.09%
Federal Home Loan Bks Cons Bds 2.875% Dtd 08/27/2010 Due 09/11/2020 Non-Callable	80,000.000	80,805.60 81,688.80	2,300.00 511.11	2.85%
Federal Home Ln Mtg Corp 1.75% Dtd 12/30/2016 Due 12/30/2020 Callable	160,000.000	159,168.00 160,000.00	2,800.00 1,174.44	1.76%
Federal Home Ln Mtg Corp Medium Term Nts 1.625% Dtd 04/27/2017 Due 07/27/2020 Callable	40,000.000	39,740.00 40,000.00	650.00 61.38	1.64%
Federal Home Ln Mtg Corp 1.65% Dtd 04/27/2017 Due 04/27/2020 Callable	150,000.000	149,226.00 148,694.77	2,475.00 233.75	1.66%
Federal Home Ln Mtg Corp 2.00% Dtd 04/26/2017 Due 10/26/2021 Callable	120,000.000	119,872.80 120,000.00	2,400.00 233.33	2.00%
Federal Home Ln Mtg Corp 2.00% Dtd 10/12/2017 Due 10/12/2021 Callable	100,000.000	99,829.00 100,000.00	2,000.00 272.22	2.00%
Federal Home Ln Mtg Corp 1.65% Dtd 10/30/2017 Due 10/30/2019 Callable	80,000.000	79,784.80 80,000.00	1,320.00 113.66	1.65%
Federal Home Ln Mtg Corp 2.25% Dtd 12/29/2017 Due 12/29/2021 Callable	60,000.000	60,005.40 60,000.00	1,350.00 570.00	2.25%
Federal Home Ln Mtg Corp 3.25% Dtd 06/28/2018 Due 06/28/2023 Callable	80,000.000	80,052.80 79,960.00	2,600.00 1,104.99	3.25%



WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Natl Mtg Assn 1.50% Dtd 04/27/2015 Due 06/22/2020 Non-Callable	25,000.000	24,804.00 25,158.75	375.00 165.62	1.51%
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable	25,000.000	24,795.75 25,112.50	375.00 1.04	1.51%
Federal Natl Mtg Assn 1.875% Dtd 11/16/2015 Due 12/28/2020 Non-Callable	40,000.000	39,915.60 40,506.40	750.00 318.74	1.88%
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable	60,000.000	59,354.40 59,702.45	825.00 217.70	1.39%
Federal Natl Mtg Assn 1.25% Dtd 09/30/2016 Due 09/30/2019 Callable	60,000.000	59,792.40 59,985.00	750.00 127.08	1.25%
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable	60,000.000	59,196.00 59,527.81	825.00 123.75	1.39%
Federal Natl Mtg Assn 2.00% Dtd 01/09/2017 Due 01/05/2022 Non-Callable	60,000.000	60,084.00 60,212.40	1,200.00 486.66	2.00%
Federal Natl Mtg Assn 1.50% Dtd 11/27/2012 Due 11/27/2020 Callable	80,000.000	79,200.00 78,370.96	1,200.00 13.33	1.52%
Federal Natl Mtg Assn 1.80% Dtd 11/30/2016 Due 05/26/2021 Callable	100,000.000	99,146.00 100,000.00	1,800.00 25.00	1.82%
Federal Natl Mtg Assn 1.75% Dtd 09/28/2017 Due 09/28/2020 Callable	130,000.000	129,443.60 130,000.00	2,275.00 398.12	1.76%
Federal Natl Mtg Assn 2.70% Dtd 03/26/2018 Due 03/26/2021 Callable	140,000.000	140,063.00 140,000.00	3,780.00 682.50	2.70%
Federal Home Ln Mtg Corp 2.375% Dtd 01/13/2012 Due 01/13/2022 Non-Callable	60,000.000	60,636.60 61,011.60	1,425.00 546.24	2.35%
Federal Home Ln Mtg Corp 1.25% Dtd 10/02/2012 Due 10/02/2019 Non-Callable	25,000.000	24,909.50 25,032.50	312.00 51.21	1.25%





WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Home Ln Mtg Corp Multiclass Mtg Partn Ctfs Gtd Ser 2958 CI Qj 4.00% Dtd 04/01/2005 Due 04/15/2020 IPD14	44.090	44.03 712.22	1.00 0.14	4.01%
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24	1,774.290	1,770.20 2,585.39	76.00 6.33	4.30%
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24	10,338.930	10,591.72 14,374.69	516.00 43.07	4.88%
Federal Natl Mtg Assn Gtd Passthru CTF Pool #819257 5.000% Dtd 05/01/2005 Due 04/01/2020 IPD24	3,656.590	3,651.76 5,426.77	182.00 15.23	5.01%
Federal Natl Mtg Assn Gtd Passthru CTF Pool #MA0125 4.500% Dtd 06/01/2009 Due 07/01/2019 IPD24	34.540	34.59 349.92	1.00 0.12	4.49%
Florida St Brd Admin Fin Corp Rev Bds 2016a Taxable 2.163% Dtd 03/08/2016 Due 07/01/2019 Callable	55,000.000	54,986.25 55,240.90	1,189.00 495.68	2.16%
Home Depot Inc Sr Gbl Nt 2.00% Dtd 02/12/2016 Due 04/01/2021 Callable	60,000.000	59,648.40 59,878.80	1,200.00 199.99	2.01%
Lloyds Bank PLC Sr Gbl Nt 2.35% Dtd 09/05/2014 Due 09/05/2019 Non-Callable	250,000.000	249,832.50 250,450.00	5,875.00 1,403.47	2.35%
Morgan Stanley D W Disc Srmtns Sr Nt Flt Var Rate Dtd 11/30/2010 Due 11/30/2019 Non-Callable	50,000.000	50,125.00 49,062.50	2,011.00 5.69	4.01%
Ohio St Dev Assistance GO Bds 2009b Taxable 6.52% Dtd 06/18/2009 Due 10/01/2028 Prerefunded 10/01/2019 @ 100.000 Callable	45,000.000	45,564.75 45,873.45	2,934.00 489.00	6.44%
Pfizer Inc Sr Nt 5.20% Dtd 08/12/2015 Due 08/12/2020 Non-Callable	100,000.000	103,443.00 104,770.00	5,200.00 1,574.44	5.03%
Small Business Admin Gtd Ln Pool Ctfs 7.19% Dtd 12/15/1999 Due 12/01/2019	2,247.520	2,255.34 14,771.49	161.00 171.37	7.17%



WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Small Business Admin Gtd Ln Pool Ctfs 7.59% Dtd 01/12/2000 Due 01/01/2020	3,129.390	3,154.80 8,477.28	237.00 98.99	7.53%
Small Business Admin Gtd Ln Pool Ctfs 4.34% Dtd 03/17/2004 Due 03/01/2024	11,222.030	11,588.09 17,690.99	487.00 152.83	4.20%
Small Business Admin Gtd Ln Pool Ctfs 5.71% Dtd 06/13/2007 Due 06/01/2027	6,093.340	6,481.61 10,480.33	347.00 173.75	5.37%
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020	1,274.560	1,274.56 2,949.86	45.00 0.25	3.57%
Small Business Admin Gtd Ln Pool Ctfs 4.084% Dtd 03/29/2011 Due 03/10/2021	6,928.050	7,094.32 8,273.56	282.00 96.07	3.99%
Starbucks Corp Sr Gbl 2.10% Dtd 02/04/2016 Due 02/04/2021 Callable	60,000.000	59,458.80 59,984.40	1,260.00 409.50	2.12%
3M Co Fr 2.00% Dtd 06/26/2012 Due 06/26/2022 Non-Callable	100,000.000	99,334.00 99,178.73	2,000.00 861.11	2.01%
Toronto Dominion Bank Fr 2.25% Dtd 11/05/2014 Due 11/05/2019 Non-Callable	250,000.000	249,885.00 250,940.00	5,625.00 406.25	2.25%
US Treasury Note 1.625% Dtd 03/15/2017 Due 03/15/2020	110,000.000	109,437.90 109,668.26	1,787.00 378.87	1.63%
US Treasury Note 2.75% Dtd 09/15/2018 Due 09/15/2021	100,000.000	101,879.00 99,695.31	2,750.00 582.88	2.70%
Total Fixed Income		\$ 4,313,644.22 \$ 4,358,525.18	107,811.00 29,155.97	2.50%
Cash				
Principal Cash		0.00 0.00	0.00	0.00%
Income Cash		0.00 0.00	0.00	0.00%





WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Total Cash		\$ 0.00 \$ 0.00	0.00 0.00	0.00%
Total Market Value		\$ 4,911,909.27 \$ 4,956,790.23	121,630.00 29,585.96	2.48%
Total Market Value Plus Accruals		\$ 4,941,495.23		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Bank of The West Advantage Acct Int To 04/30/19	05/01/19		13.48
Federal Home Ln Mtg Corp Partn Gold Group #G13107 5.500% Dtd 03/01/2008 Due 07/01/2020 IPD14 Int For April 2019 on 2018.52	05/15/19		9.25
Federal Home Ln Mtg Corp Partn Gold Group #G11940 5.500% Dtd 03/01/2006 Due 05/01/2020 IPD14 Int For April 2019 on 2896.95	05/15/19		13.28
Federal Farm Cr Bks Cons Systemwide Bds 2.83% Dtd 04/18/2018 Due 04/18/2022 Callable Interest on Full Call of	05/22/19		267.28
Federal Farm Cr Bks Cons Systemwide Bds 2.81% Dtd 06/14/2018 Due 06/14/2021 Callable Interest on Full Call of	05/14/19		1,756.26
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable Int To 05/30/19 on 25,000	05/30/19		187.50
Federal Natl Mtg Assn 1.50% Dtd 11/27/2012 Due 11/27/2020 Callable Int To 05/27/19 on 80,000	05/28/19		600.00



WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
Federal Natl Mtg Assn 1.80% Dtd 11/30/2016 Due 05/26/2021 Callable Int To 05/26/19 on 100,000	05/28/19		900.00
Federal Home Ln Mtg Corp 1.75% Dtd 04/16/2012 Due 05/30/2019 Non-Callable Int To 05/30/19 on 25,000	05/30/19		218.75
Federal Home Ln Mtg Corp Multiclass Mtg Partn Cifs Gtd Ser 2958 Cl Qj 4.00% Dtd 04/01/2005 Due 04/15/2020 IPD14 Int To 05/01/19 on 106.89	05/15/19		0.36
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 Cl A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24 Int To 05/01/19 on 1957.57	05/28/19		6.99
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24 Int For April 2019 on 11660.18	05/28/19		48.58
Federal Natl Mtg Assn Gtd Passthru CTF Pool #819257 5.000% Dtd 05/01/2005 Due 04/01/2020 IPD24 Int For April 2019 on 4013.18	05/28/19		16.72
Federal Natl Mtg Assn Gtd Passthru CTF Pool #MA0125 4.500% Dtd 06/01/2009 Due 07/01/2019 IPD24 Int For April 2019 on 98.25	05/28/19		0.37
Morgan Stanley D W Disc Srmtns Sr Nt Flt Var Rate Dtd 11/30/2010 Due 11/30/2019 Non-Callable Int To 05/30/19 on 50,000	05/30/19		516.00
Small Business Admin Gtd Ln Pool Cifs 6.30% Dtd 05/12/1999 Due 05/01/2019 Int To 05/01/19 on 737.30 Interest on Maturity of	05/01/19 05/01/19		23.22
Small Business Admin Gtd Ln Pool Cifs 3.31% Dtd 05/13/2009 Due 05/01/2019 Int To 05/01/19 on 1120.44	05/01/19		18.54





WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020 Int To 03/30/19 on 1387.38	05/28/19		6.16
Suntrust Bks Inc Sr Gbl 2.50% Dtd 05/01/2014 Due 05/01/2019 Callable Int To 05/01/19 on 35,000	05/01/19		437.50
Toronto Dominion Bank Fr 2.25% Dtd 11/05/2014 Due 11/05/2019 Non-Callable Int To 05/05/19 on 250,000	05/06/19		2,812.50
US Treasury Note 1.50% Dtd 05/31/2014 Due 05/31/2019 Int To 05/31/19 on 60,000	05/31/19		450.00
Western Un Co Cr Sen Sr Gbl 3.35% Dtd 11/22/2013 Due 05/22/2019 Callable Int To 05/22/19 on 250,000	05/22/19		4,187.50
Total Interest Income		\$ 0.00	\$ 12,490.24
Total Income		\$ 0.00	\$ 12,490.24

Disbursement Activity			
	Date	Income Cash	Principal Cash
To/For Beneficiary			
West Bay Sanitary District ACH Transfer To Bank of The West Ckg#XXXXX6049 Per Verbal Instructions Dtd 5/7/19 ACH Form Dtd 12/20/17	05/07/19		-53,000.00
Total To/For Beneficiary		\$ 0.00	\$ -53,000.00
Fees/Expenses			
Monthly Fee To 04/30/19	05/15/19		-780.17
Total Fees/Expenses		\$ 0.00	\$ -780.17
Total Disbursements		\$ 0.00	\$ -53,780.17



WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Purchase Activity			
	Date	Income Cash	Principal Cash
Bank of The West Advantage Acct Purchases (9) 05/01/19 To 05/31/19	05/31/19		-637,643.69
Total Purchases		\$ 0.00	\$ -637,643.69

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Bank of The West Advantage Acct Sales (2) 05/01/19 To 05/31/19	05/31/19	53,780.17	
Federal Home Ln Mtg Corp Partn Gold Group #G13107 5.500% Dtd 03/01/2008 Due 07/01/2020 IPD14 Prin Pmt For April 2019	05/15/19	433.57	-524.09
Federal Home Ln Mtg Corp Partn Gold Group #G11940 5.500% Dtd 03/01/2006 Due 05/01/2020 IPD14 Prin Pmt For April 2019	05/15/19	761.69	-715.44
Federal Farm Cr Bks Cons Systemwide Bds 2.83% Dtd 04/18/2018 Due 04/18/2022 Callable Recd Proceeds on Full Call of 100,000 Par Value	05/22/19	100,000.00	
Federal Farm Cr Bks Cons Systemwide Bds 2.81% Dtd 06/14/2018 Due 06/14/2021 Callable Recd Proceeds on Full Call of 150,000 Par Value	05/14/19	150,000.00	
Federal Home Ln Mtg Corp 1.75% Dtd 04/16/2012 Due 05/30/2019 Non-Callable Recd Proceeds on Maturity of 25,000 Par Value	05/30/19	25,000.00	
Federal Home Ln Mtg Corp Multiclass Mtg Partn Ctfs Gtd Ser 2958 CI Qj 4.00% Dtd 04/01/2005 Due 04/15/2020 IPD14 Prin Pmt For 05/01/19	05/15/19	62.80	-951.66
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24 Prin Pmt For 05/01/19	05/28/19	183.28	-83.78





WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24 Prin Pmt For April 2019	05/28/19	1,321.25	-515.75
Federal Natl Mtg Assn Gtd Passthru CTF Pool #819257 5.000% Dtd 05/01/2005 Due 04/01/2020 IPD24 Prin Pmt For April 2019	05/28/19	356.59	-172.63
Federal Natl Mtg Assn Gtd Passthru CTF Pool #MA0125 4.500% Dtd 06/01/2009 Due 07/01/2019 IPD24 Prin Pmt For April 2019	05/28/19	63.71	-581.73
Small Business Admin Gtd Ln Pool Ctfs 6.30% Dtd 05/12/1999 Due 05/01/2019 Recd Proceeds on Maturity of 737.300 Par Value	05/01/19	737.30	-3,741.71
Small Business Admin Gtd Ln Pool Ctfs 3.31% Dtd 05/13/2009 Due 05/01/2019 Recd Proceeds on Maturity of 1,120.440 Par Value	05/01/19	1,120.44	-526.53
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020 Prin Pmt For 03/30/19	05/28/19	112.82	-148.29
Suntrust Bks Inc Sr Gbl 2.50% Dtd 05/01/2014 Due 05/01/2019 Callable Recd Proceeds on Maturity of 35,000 Par Value	05/01/19	35,000.00	
US Treasury Note 1.50% Dtd 05/31/2014 Due 05/31/2019 Recd Proceeds on Maturity of 60,000 Par Value	05/31/19	60,000.00	
Western Un Co Cr Sen Sr Gbl 3.35% Dtd 11/22/2013 Due 05/22/2019 Callable Recd Proceeds on Maturity of 250,000 Par Value	05/22/19	250,000.00	
Total Sales		\$ 678,933.62	\$ -7,961.61



WBSD - EMERGENCY CAPITAL RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Non-Cash Activity		
	Date	Cost
Federal Home Ln Mtg Corp 1.65% Dtd 04/27/2017 Due 04/27/2020 Callable Accretion of Discount	05/31/19	119.74
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable Amortization of Premium	05/30/19	-37.25
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable Accretion of Discount	05/31/19	14.25
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable Accretion of Discount	05/31/19	16.71
Federal Natl Mtg Assn 1.50% Dtd 11/27/2012 Due 11/27/2020 Callable Accretion of Discount	05/31/19	91.00
Federal Home Ln Mtg Corp 1.75% Dtd 04/16/2012 Due 05/30/2019 Non-Callable Amortization of Premium	05/30/19	-106.00
Suntrust Bks Inc Sr Gbl 2.50% Dtd 05/01/2014 Due 05/01/2019 Callable Amortization of Premium	05/01/19	-26.60
3M Co Fr 2.00% Dtd 06/26/2012 Due 06/26/2022 Non-Callable Accretion of Discount	05/31/19	22.27
US Treasury Note 1.50% Dtd 05/31/2014 Due 05/31/2019 Accretion of Discount	05/31/19	86.12
Western Un Co Cr Sen Sr Gbl 3.35% Dtd 11/22/2013 Due 05/22/2019 Callable Amortization of Premium	05/22/19	-608.00
Amortization of Premium	05/22/19	-152.00
Total Non-Cash Transactions		\$ -579.76





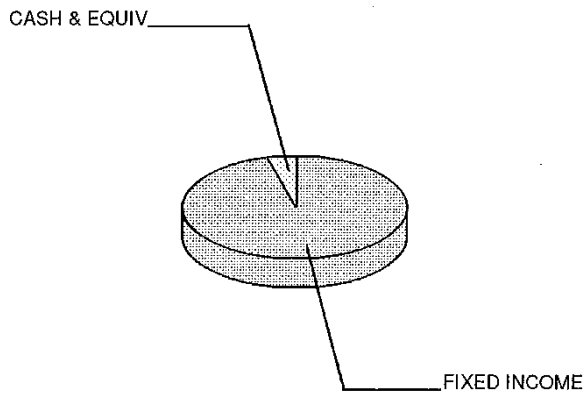
WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

WEST BAY SANITARY DISTRICT
 ATTN: PHILLIP L. SCOTT
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary	Chuen Ying Lee (408) 645-3234
Portfolio	Michael D. Smith (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	104,190.37	3.7%
Fixed Income	2,689,828.20	96.3%
Total Portfolio	\$ 2,794,018.57	100.0%
Accrued Income	18,933.62	
Total Valuation	\$ 2,812,952.19	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 2,804,231.53	\$ 3,638,450.30
Income		
Interest	2,647.20	80,399.88
Purchased Income	0.00	-1,232.58
Disbursements	-8,940.48	-941,243.37
Realized Gains/(Losses)	-63.84	-25,086.19
Change In Accrued Income	3,020.86	21.65
Change In Market Appreciation/(Depreciation)	12,005.74	72,897.04
Non-Cash Asset Changes	51.18	-11,254.54
Ending Market Value	\$ 2,812,952.19	\$ 2,812,952.19



WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash Equivalents				
Bank of The West Advantage Acct	104,190.370	104,190.37 104,190.37	2,406.00 120.90	2.31%
Total Cash Equivalents		\$ 104,190.37 \$ 104,190.37	2,406.00 120.90	2.31%
Fixed Income				
Federal Home Loan Bks Cons Bds Step Cpn Dtd 04/27/2017 Due 04/27/2022 Callable	50,000.000	50,507.00 49,887.50	1,150.00 108.61	2.28%
Federal Home Loan Bks Cons Bds 2.28% Dtd 10/26/2017 Due 10/26/2022 Callable	80,000.000	79,988.00 79,680.00	1,824.00 177.33	2.28%
Federal Home Loan Bks Cons Bds 3.06% Dtd 06/28/2018 Due 06/28/2022 Callable	100,000.000	100,057.00 100,000.00	3,060.00 1,300.50	3.06%
Federal Home Loan Bks Cons Bds 2.375% Dtd 12/30/2013 Due 12/13/2019 Non-Callable	50,000.000	50,018.00 50,619.00	1,187.00 554.16	2.37%
Federal Home Loan Bks Cons Bds 1.625% Dtd 09/30/2016 Due 09/30/2021 Callable	100,000.000	99,139.00 97,096.30	1,625.00 275.34	1.64%
Federal Farm Cr Bks Cons Systemwide Bds 2.10% Dtd 10/04/2017 Due 04/04/2022 Callable	110,000.000	110,000.00 110,000.00	2,310.00 365.75	2.10%
Federal Farm Cr Bks Cons Systemwide Bds 2.03% Dtd 04/19/2017 Due 07/19/2021 Callable	60,000.000	60,000.00 60,000.00	1,218.00 446.59	2.03%
Federal Farm Cr Bks Cons Systemwide Bds 1.90% Dtd 07/19/2017 Due 07/19/2022 Non-Callable	60,000.000	59,883.60 60,202.20	1,140.00 418.00	1.90%
Federal Farm Cr Bks Cons Systemwide Bds 1.90% Dtd 08/03/2017 Due 08/03/2022 Non-Callable	60,000.000	59,883.60 60,111.00	1,140.00 373.66	1.90%
Federal Farm Cr Bks Cons Systemwide Bds 3.17% Dtd 09/19/2018 Due 09/19/2022 Callable	80,000.000	80,212.80 80,000.00	2,536.00 507.19	3.16%





WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Farm Cr Bks Cons Systemwide Bds 3.37% Dtd 12/05/2018 Due 12/05/2022 Callable	50,000.000	50,003.00 50,000.00	1,685.00 823.77	3.37%
Federal Home Loan Bks Cons Bds 4.625% Dtd 05/25/2005 Due 06/12/2020 Non-Callable	50,000.000	51,219.00 52,267.50	2,312.00 1,085.59	4.51%
Federal Home Loan Bks Cons Bds 4.50% Dtd 08/12/2009 Due 09/13/2019 Non-Callable	100,000.000	100,567.00 101,660.00	4,500.00 975.00	4.47%
Federal Home Loan Bks Cons Bds 4.125% Dtd 11/13/2009 Due 12/13/2019 Non-Callable	100,000.000	100,943.00 102,620.00	4,125.00 1,924.99	4.09%
Federal Farm Cr Bks Cons Systemwide Bds 4.75% Dtd 09/21/2005 Due 09/21/2020 Non-Callable	125,000.000	129,358.75 131,215.00	5,937.00 1,154.51	4.59%
Federal Home Loan Bks Cons Bds 2.875% Dtd 08/27/2010 Due 09/11/2020 Non-Callable	100,000.000	101,007.00 102,111.00	2,875.00 638.88	2.85%
Federal Home Ln Mtg Corp 1.50% Dtd 09/30/2016 Due 03/30/2021 Callable	50,000.000	49,521.00 50,000.00	750.00 127.08	1.51%
Federal Home Ln Mtg Corp 1.75% Dtd 12/30/2016 Due 12/30/2020 Callable	180,000.000	179,064.00 180,000.00	3,150.00 1,321.25	1.76%
Federal Home Ln Mtg Corp 2.10% Dtd 09/29/2017 Due 09/29/2022 Callable	50,000.000	50,002.50 49,875.00	1,050.00 180.83	2.10%
Federal Home Ln Mtg Corp 1.65% Dtd 04/27/2017 Due 04/27/2020 Callable	100,000.000	99,484.00 99,129.78	1,650.00 155.83	1.66%
Federal Home Ln Mtg Corp 2.25% Dtd 12/29/2017 Due 12/29/2021 Callable	80,000.000	80,007.20 80,000.00	1,800.00 760.00	2.25%
Federal Home Ln Mtg Corp 3.25% Dtd 06/28/2018 Due 06/28/2023 Callable	60,000.000	60,039.60 59,970.00	1,950.00 828.75	3.25%
Federal Natl Mtg Assn 1.50% Dtd 04/27/2015 Due 06/22/2020 Non-Callable	40,000.000	39,686.40 40,254.00	600.00 265.00	1.51%



WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable	40,000.000	39,673.20 40,180.00	600.00 1.66	1.51%
Federal Natl Mtg Assn 1.875% Dtd 11/16/2015 Due 12/28/2020 Non-Callable	100,000.000	99,789.00 101,266.00	1,875.00 796.87	1.88%
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable	60,000.000	59,354.40 59,702.45	825.00 217.70	1.39%
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable	60,000.000	59,196.00 59,527.81	825.00 123.75	1.39%
Federal Natl Mtg Assn 2.00% Dtd 01/09/2017 Due 01/05/2022 Non-Callable	120,000.000	120,168.00 120,424.80	2,400.00 973.33	2.00%
Federal Natl Mtg Assn 1.875% Dtd 04/10/2017 Due 04/05/2022 Non-Callable	60,000.000	59,890.20 60,151.80	1,125.00 175.00	1.88%
Federal Natl Mtg Assn 1.55% Dtd 08/28/2012 Due 08/28/2019 Callable	100,000.000	99,796.00 100,190.00	1,550.00 400.41	1.55%
Federal Natl Mtg Assn 1.80% Dtd 11/30/2016 Due 05/26/2021 Callable	120,000.000	118,975.20 120,000.00	2,160.00 30.00	1.82%
Federal Home Ln Mtg Corp 2.375% Dtd 01/13/2012 Due 01/13/2022 Non-Callable	120,000.000	121,273.20 122,023.20	2,850.00 1,092.50	2.35%
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24	1,036.440	1,034.05 1,110.29	44.00 3.70	4.30%
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24	5,169.460	5,295.85 5,457.01	258.00 21.53	4.88%
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020	5,098.250	5,098.25 5,318.11	182.00 1.01	3.57%





WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
US Treasury Note 1.625% Dtd 03/15/2017 Due 03/15/2020	60,000.000	59,693.40 59,850.61	975.00 206.65	1.63%
Total Fixed Income		\$ 2,689,828.20 \$ 2,701,900.36	65,243.00 18,812.72	2.43%
Cash				
Principal Cash		0.00 0.00	0.00	0.00%
Income Cash		0.00 0.00	0.00	0.00%
Total Cash		\$ 0.00 \$ 0.00	0.00 0.00	0.00%
Total Market Value		\$ 2,794,018.57 \$ 2,806,090.73	67,649.00 18,933.62	2.42%
Total Market Value Plus Accruals		\$ 2,812,952.19		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Bank of The West Advantage Acct Int To 04/30/19	05/01/19		43.37
Federal Farm Cr Bks Cons Systemwide Bds 2.81% Dtd 06/14/2018 Due 06/14/2021 Callable Interest on Full Call of	05/14/19		1,170.83
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable Int To 05/30/19 on 40,000	05/30/19		300.00
Federal Natl Mtg Assn 1.80% Dtd 11/30/2016 Due 05/26/2021 Callable Int To 05/26/19 on 120,000	05/28/19		1,080.00



WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24 Int To 05/01/19 on 1143.50	05/28/19		4.09
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24 Int For April 2019 on 5830.08	05/28/19		24.29
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020 Int To 03/30/19 on 5549.53	05/28/19		24.62
Total Interest Income		\$ 0.00	\$ 2,647.20
Total Income		\$ 0.00	\$ 2,647.20

Disbursement Activity			
	Date	Income Cash	Principal Cash
To/For Beneficiary			
West Bay Sanitary District ACH Transfer To Bank of The West Ckg#XXXXX6049 Per Verbal Instructions Dtd 5/7/19 ACH Form Dtd 12/20/17	05/07/19		-8,500.00
Total To/For Beneficiary		\$ 0.00	\$ -8,500.00
Fees/Expenses			
Monthly Fee To 04/30/19	05/15/19		-440.48
Total Fees/Expenses		\$ 0.00	\$ -440.48
Total Disbursements		\$ 0.00	\$ -8,940.48





WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Purchase Activity			
	Date	Income Cash	Principal Cash
Bank of The West Advantage Acct Purchases (4) 05/01/19 To 05/31/19	05/31/19		-103,866.16
Total Purchases		\$ 0.00	\$ -103,866.16

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Bank of The West Advantage Acct Sales (2) 05/01/19 To 05/31/19	05/31/19	8,940.48	
Federal Farm Cr Bks Cons Systemwide Bds 2.81% Dtd 06/14/2018 Due 06/14/2021 Callable Recd Proceeds on Full Call of 100,000 Par Value	05/14/19	100,000.00	
Federal Natl Mtg Assn Gtd REMIC Pass thru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24 Prin Pmt For 05/01/19	05/28/19	107.06	-7.63
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24 Prin Pmt For April 2019	05/28/19	660.62	-36.75
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020 Prin Pmt For 03/30/19	05/28/19	451.28	-19.46
Total Sales		\$ 110,159.44	\$ -63.84

Non-Cash Activity		
	Date	Cost
Federal Home Ln Mtg Corp 1.65% Dtd 04/27/2017 Due 04/27/2020 Callable Accretion of Discount	05/31/19	79.82



WBSD - CAPITAL PROJECT RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Non-Cash Activity		
	Date	Cost
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable Amortization of Premium	05/30/19	-59.60
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable Accretion of Discount	05/31/19	14.25
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable Accretion of Discount	05/31/19	16.71
Total Non-Cash Transactions		\$ 51.18

SECURITY PRICES CONTAINED IN THIS STATEMENT ARE OBTAINED FROM THE MOST RELIABLE SOURCES AVAILABLE BUT ARE NOT GUARANTEED BY BANK OF THE WEST. QUOTED PRICES MAY NOT EQUAL ACTUAL PRICES BECAUSE OF SECURITY SIZE, MARKET PRICE, TERM AND DEMAND.





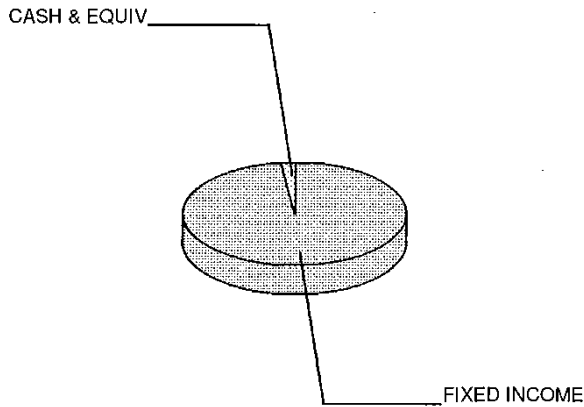
WBSD - OPERATING RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

WEST BAY SANITARY DISTRICT
 ATTN: PHILLIP L. SCOTT
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
Chuen Ying Lee (408) 645-3234
Portfolio
Michael D. Smith (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	180,871.54	2.4%
Fixed Income	7,279,670.99	97.6%
Total Portfolio	\$ 7,460,542.53	100.0%
Accrued Income	41,746.41	
Total Valuation	\$ 7,502,288.94	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 7,983,884.15	\$ 7,931,098.40
Income		
Interest	18,208.94	201,394.48
Purchased Income	0.00	-7,556.45
Additions	0.00	1,435,000.00
Disbursements	-525,254.09	-2,164,997.59
Realized Gains/(Losses)	240.69	-41,045.40
Change In Accrued Income	-3,462.54	-313.64
Change In Market Appreciation/(Depreciation)	27,172.82	170,754.35
Non-Cash Asset Changes	1,498.97	-22,045.21
Ending Market Value	\$ 7,502,288.94	\$ 7,502,288.94



WBSD - OPERATING RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash Equivalents				
Bank of The West Advantage Acct	180,871.540	180,871.54 180,871.54	4,178.00 304.57	2.31%
Total Cash Equivalents		\$ 180,871.54 \$ 180,871.54	4,178.00 304.57	2.31%
Fixed Income				
Alibaba Group Hldg LTD Sr 144a 2.50% Dtd 11/28/2014 Due 11/28/2019 Callable	200,000.000	199,970.00 198,364.00	5,000.00 41.66	2.50%
Atlantic Richfield Co Deb 8.25% Dtd 02/01/1992 Due 02/01/2022 Non-Callable	15,000.000	17,098.65 17,421.15	1,237.00 412.50	7.24%
Capital One Bk USA Natl Assn CTF Dep 1.40% Dtd 09/28/2016 Due 09/28/2020 Non-Callable	100,000.000	98,426.00 100,000.00	1,400.00 249.31	1.42%
Constellation Brands Inc Sr Glbl Nt 2.25% Dtd 11/07/2017 Due 11/06/2020 Callable	75,000.000	74,373.00 74,824.50	1,687.00 117.18	2.27%
Federal Home Ln Mtg Corp Partn Gold Group #G13107 5.500% Dtd 03/01/2008 Due 07/01/2020 IPD14	1,577.860	1,579.83 1,657.74	86.00 7.23	5.49%
Federal Home Ln Mtg Corp Partn Gold Group #G11940 5.500% Dtd 03/01/2006 Due 05/01/2020 IPD14	2,183.700	2,186.36 2,303.81	120.00 10.00	5.49%
Federal Home Loan Bks Cons Bds 1.875% Dtd 11/30/2016 Due 11/29/2021 Non-Callable	200,000.000	199,588.00 198,049.67	3,750.00 20.83	1.88%
Federal Home Loan Bks Cons Bds 2.28% Dtd 10/26/2017 Due 10/26/2022 Callable	80,000.000	79,988.00 79,680.00	1,824.00 177.33	2.28%
Federal Home Loan Bks Cons Bds 2.00% Dtd 10/30/2017 Due 04/30/2021 Callable	100,000.000	99,815.00 97,788.51	2,000.00 172.22	2.00%
Federal Home Loan Bks Cons Bds 2.50% Dtd 03/15/2018 Due 09/15/2020 Callable	120,000.000	120,019.20 119,910.00	3,000.00 633.33	2.50%





WBSD - OPERATING RESERVE

Account Number:
Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Home Loan Bks Cons Bds 3.00% Dtd 09/27/2018 Due 09/27/2021 Callable	40,000.000	40,109.20 40,000.00	1,200.00 213.33	2.99%
Federal Farm Cr Bks Cons Systemwide Bds 2.10% Dtd 10/04/2017 Due 04/04/2022 Callable	140,000.000	140,000.00 140,000.00	2,940.00 465.50	2.10%
Federal Farm Cr Bks Cons Systemwide Bds 2.03% Dtd 04/19/2017 Due 07/19/2021 Callable	40,000.000	40,000.00 40,000.00	812.00 297.73	2.03%
Federal Farm Cr Bks Cons Systemwide Bds 1.97% Dtd 05/17/2017 Due 05/17/2021 Callable	120,000.000	119,961.60 118,670.46	2,364.00 91.93	1.97%
Federal Farm Cr Bks Cons Systemwide Bds 1.62% Dtd 09/11/2017 Due 09/11/2020 Callable	180,000.000	179,119.80 178,429.60	2,916.00 648.00	1.63%
Federal Farm Cr Bks Cons Systemwide Bds 3.17% Dtd 09/19/2018 Due 09/19/2022 Callable	50,000.000	50,133.00 50,000.00	1,585.00 317.00	3.16%
Federal Farm Cr Bks Cons Systemwide Bds 3.37% Dtd 12/05/2018 Due 12/05/2022 Callable	150,000.000	150,009.00 150,000.00	5,055.00 2,471.33	3.37%
Federal Home Loan Bks Cons Bds 4.625% Dtd 05/25/2005 Due 06/12/2020 Non-Callable	200,000.000	204,876.00 209,070.00	9,250.00 4,342.36	4.51%
Federal Home Loan Bks Cons Bds 4.50% Dtd 08/12/2009 Due 09/13/2019 Non-Callable	200,000.000	201,134.00 203,130.00	9,000.00 1,950.00	4.47%
Federal Home Loan Bks Cons Bds 4.125% Dtd 11/13/2009 Due 12/13/2019 Non-Callable	200,000.000	201,886.00 205,240.00	8,250.00 3,850.00	4.09%
Federal Farm Cr Bks Cons Systemwide Bds 5.32% Dtd 10/03/2007 Due 09/03/2019 Non-Callable	50,000.000	50,382.50 50,931.50	2,660.00 650.22	5.28%
Federal Home Loan Bks Cons Bds 2.875% Dtd 08/27/2010 Due 09/11/2020 Non-Callable	60,000.000	60,604.20 61,266.60	1,725.00 383.33	2.85%
Federal Home Loan Bks Cons Bds 1.75% Dtd 06/03/2013 Due 06/12/2020 Non-Callable	60,000.000	59,721.00 60,208.80	1,050.00 492.91	1.76%



WBSD - OPERATING RESERVE

Account Number:
Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Home Loan Bks Cons Bds 2.00% Dtd 08/12/2013 Due 09/13/2019 Non-Callable	60,000.000	59,923.80 60,249.60	1,200.00 259.99	2.00%
Federal Home Ln Mtg Corp Step Cpn Dtd 09/30/2016 Due 09/30/2021 Callable	200,000.000	198,802.00 199,800.00	2,500.00 423.61	1.26%
Federal Home Ln Mtg Corp 1.50% Dtd 12/30/2016 Due 12/30/2019 Callable	120,000.000	119,334.00 120,000.00	1,800.00 755.00	1.51%
Federal Home Ln Mtg Corp 1.75% Dtd 12/30/2016 Due 12/30/2020 Callable	120,000.000	119,376.00 120,000.00	2,100.00 880.83	1.76%
Federal Home Ln Mtg Corp Medium Term Nts 1.625% Dtd 04/27/2017 Due 07/27/2020 Callable	40,000.000	39,740.00 40,000.00	650.00 61.38	1.64%
Federal Home Ln Mtg Corp 1.60% Dtd 05/15/2017 Due 05/15/2020 Callable	240,000.000	238,526.40 240,000.00	3,840.00 170.66	1.61%
Federal Home Ln Mtg Corp 2.00% Dtd 04/26/2017 Due 10/26/2021 Callable	240,000.000	239,745.60 240,000.00	4,800.00 466.66	2.00%
Federal Home Ln Mtg Corp 2.00% Dtd 10/12/2017 Due 10/12/2021 Callable	120,000.000	119,794.80 120,000.00	2,400.00 326.66	2.00%
Federal Home Ln Mtg Corp 2.25% Dtd 12/29/2017 Due 12/29/2021 Callable	120,000.000	120,010.80 120,000.00	2,700.00 1,140.00	2.25%
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable	50,000.000	49,591.50 49,693.50	750.00 2.08	1.51%
Federal Natl Mtg Assn 1.875% Dtd 11/16/2015 Due 12/28/2020 Non-Callable	60,000.000	59,873.40 60,759.60	1,125.00 478.12	1.88%
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable	90,000.000	89,031.60 89,553.79	1,237.00 326.56	1.39%
Federal Natl Mtg Assn 1.25% Dtd 05/16/2016 Due 05/06/2021 Non-Callable	160,000.000	157,849.60 158,994.22	2,000.00 138.88	1.27%





WBSD - OPERATING RESERVE

Account Number:
Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Natl Mtg Assn 1.25% Dtd 09/30/2016 Due 09/30/2019 Callable	400,000.000	398,616.00 399,900.00	5,000.00 847.22	1.25%
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable	90,000.000	88,794.00 89,291.82	1,237.00 185.62	1.39%
Federal Natl Mtg Assn 2.00% Dtd 01/09/2017 Due 01/05/2022 Non-Callable	270,000.000	270,378.00 268,913.78	5,400.00 2,190.00	2.00%
Federal Natl Mtg Assn 1.875% Dtd 04/10/2017 Due 04/05/2022 Non-Callable	160,000.000	159,707.20 161,067.20	3,000.00 466.66	1.88%
Federal Natl Mtg Assn 1.80% Dtd 11/30/2016 Due 05/26/2021 Callable	60,000.000	59,487.60 60,000.00	1,080.00 15.00	1.82%
Federal Home Ln Mtg Corp 2.375% Dtd 01/13/2012 Due 01/13/2022 Non-Callable	90,000.000	90,954.90 91,517.40	2,137.00 819.37	2.35%
Federal Home Ln Mtg Corp 1.25% Dtd 10/02/2012 Due 10/02/2019 Non-Callable	40,000.000	39,855.20 40,052.00	500.00 81.94	1.25%
Federal Home Ln Mtg Corp 1.375% Dtd 04/04/2013 Due 05/01/2020 Non-Callable	50,000.000	49,592.00 49,892.30	687.00 57.29	1.39%
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24	1,774.290	1,770.20 1,900.71	76.00 6.33	4.30%
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24	11,045.210	11,315.27 11,659.60	552.00 46.02	4.88%
Florida St Brd Admin Fin Corp Rev Bds 2016a Taxable 2.163% Dtd 03/08/2016 Due 07/01/2019 Callable	55,000.000	54,986.25 55,240.90	1,189.00 495.68	2.16%
GE Capital Internotes Fr 5.50% Dtd 11/05/2009 Due 11/15/2021 Non-Callable	50,000.000	52,776.00 53,768.00	2,750.00 122.22	5.21%



WBSD - OPERATING RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Home Depot Inc Sr Gbl Nt 2.00% Dtd 02/12/2016 Due 04/01/2021 Callable	50,000.000	49,707.00 49,899.00	1,000.00 166.66	2.01%
Keybank National Association Regs Bd 2.50% Dtd 11/24/2014 Due 12/15/2019 Non-Callable	250,000.000	249,852.50 250,490.00	6,250.00 2,881.94	2.50%
Oakland Calif Pension Oblig Taxable Pension Oblig Bd Taxable Zero Cpn Dtd 10/17/2001 Due 12/15/2019 Non-Callable	60,000.000	59,125.80 59,045.89	0.00	0.00%
Philip Morris Intl Inc Sr Nt 4.50% Dtd 03/26/2010 Due 03/26/2020 Non-Callable	80,000.000	81,231.20 81,968.00	3,600.00 650.00	4.43%
Port Morrow Ore Transmission F Rev Bds Taxable 2.737% Dtd 08/26/2015 Due 09/01/2021 Callable	200,000.000	202,182.00 205,450.00	5,474.00 1,368.50	2.71%
Small Business Admin Gtd Ln Pool Cifs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020	1,911.830	1,911.83 1,994.28	68.00 0.37	3.57%
Starbucks Corp Sr Gbl 2.10% Dtd 02/04/2016 Due 02/04/2021 Callable	50,000.000	49,549.00 49,987.00	1,050.00 341.25	2.12%
3M Co Fr 2.00% Dtd 06/26/2012 Due 06/26/2022 Non-Callable	100,000.000	99,334.00 99,178.73	2,000.00 861.11	2.01%
US Treasury Note 1.625% Dtd 11/30/2015 Due 11/30/2020	175,000.000	173,887.00 171,962.32	2,843.00 7.76	1.64%
US Treasury Note 2.00% Dtd 07/31/2013 Due 07/31/2020	40,000.000	39,914.00 39,694.76	800.00 267.40	2.00%
US Treasury Note 1.625% Dtd 03/15/2017 Due 03/15/2020	120,000.000	119,386.80 119,701.23	1,950.00 413.31	1.63%
US Treasury Note 2.75% Dtd 09/15/2018 Due 09/15/2021	100,000.000	101,879.00 99,695.31	2,750.00 582.88	2.70%
United Technologies Corp Sr Gbl 2.30% Dtd 05/04/2017 Due 05/04/2022 Callable	250,000.000	248,850.00 241,441.28	5,750.00 431.24	2.31%





WBSD - OPERATING RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Waco Tex Indpt Sch Dist Ref Bds Taxable 4.00% Dtd 12/01/2012 Due 02/15/2020 Non-Callable	270,000.000	272,543.40 277,152.30	10,800.00 3,180.00	3.96%
Wells Fargo & Co New Sr Glbl 2.50% Dtd 03/04/2016 Due 03/04/2021 Non-Callable	250,000.000	249,505.00 248,550.00	6,250.00 1,510.41	2.50%
Total Fixed Income		\$ 7,279,670.99 \$ 7,295,410.86	170,206.00 41,441.84	2.34%
Cash				
Principal Cash		0.00 0.00	0.00	0.00%
Income Cash		0.00 0.00	0.00	0.00%
Total Cash		\$ 0.00 \$ 0.00	0.00 0.00	0.00%
Total Market Value		\$ 7,460,542.53 \$ 7,476,282.40	174,384.00 41,746.41	2.34%
Total Market Value Plus Accruals		\$ 7,502,288.94		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Bank of The West Advantage Acct Int To 04/30/19	05/01/19		491.44
Alibaba Group Hldg LTD Sr 144a 2.50% Dtd 11/28/2014 Due 11/28/2019 Callable Int To 05/28/19 on 200,000	05/28/19		2,500.00
Constellation Brands Inc Sr Glbl Nt 2.25% Dtd 11/07/2017 Due 11/06/2020 Callable Int To 05/06/19 on 75,000	05/06/19		843.75



WBSD - OPERATING RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
Federal Home Ln Mtg Corp Partn Gold Group #G13107 5.500% Dtd 03/01/2008 Due 07/01/2020 IPD14 Int For April 2019 on 2009.49	05/15/19		9.21
Federal Home Ln Mtg Corp Partn Gold Group #G11940 5.500% Dtd 03/01/2006 Due 05/01/2020 IPD14 Int For April 2019 on 2962.67	05/15/19		13.58
Federal Home Loan Bks Cons Bds 1.875% Dtd 11/30/2016 Due 11/29/2021 Non-Callable Int To 05/29/19 on 200,000	05/29/19		1,875.00
Federal Farm Cr Bks Cons Systemwide Bds 1.97% Dtd 05/17/2017 Due 05/17/2021 Callable Int To 05/17/19 on 120,000	05/17/19		1,182.00
Federal Farm Cr Bks Cons Systemwide Bds 2.66% Dtd 07/30/2018 Due 07/30/2020 Callable Interest on Full Call of	05/21/19		1,025.21
Federal Home Ln Mtg Corp 1.60% Dtd 05/15/2017 Due 05/15/2020 Callable Int To 05/15/19 on 240,000	05/15/19		1,920.00
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable Int To 05/30/19 on 50,000	05/30/19		375.00
Federal Natl Mtg Assn 1.25% Dtd 05/16/2016 Due 05/06/2021 Non-Callable Int To 05/06/19 on 160,000	05/06/19		1,000.00
Federal Natl Mtg Assn 1.80% Dtd 11/30/2016 Due 05/26/2021 Callable Int To 05/26/19 on 60,000	05/28/19		540.00
Federal Home Ln Mtg Corp 1.75% Dtd 04/16/2012 Due 05/30/2019 Non-Callable Int To 05/30/19 on 40,000	05/30/19		350.00





WBSD - OPERATING RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
Federal Home Ln Mtg Corp 1.375% Dtd 04/04/2013 Due 05/01/2020 Non-Callable Int To 05/01/19 on 50,000	05/01/19		343.75
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24 Int To 05/01/19 on 1957.57	05/28/19		6.99
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24 Int For April 2019 on 12456.71	05/28/19		51.90
GE Capital Internotes Fr 5.50% Dtd 11/05/2009 Due 11/15/2021 Non-Callable Int To 05/15/19 on 50,000	05/15/19		1,375.00
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020 Int To 03/30/19 on 2081.06	05/28/19		9.24
US Treasury Note 1.625% Dtd 11/30/2015 Due 11/30/2020 Int To 05/31/19 on 175,000	05/31/19		1,421.87
United Technologies Corp Sr Glbl 2.30% Dtd 05/04/2017 Due 05/04/2022 Callable Int To 05/04/19 on 250,000	05/06/19		2,875.00
Total Interest Income		\$ 0.00	\$ 18,208.94
Total Income		\$ 0.00	\$ 18,208.94



WBSD - OPERATING RESERVE

Account Number: _____
 Statement Period: 05/01/19 - 05/31/19

Disbursement Activity

	Date	Income Cash	Principal Cash
To/For Beneficiary			
West Bay Sanitary District ACH Transfer To Bank of The West Ckg#XXXXXX6049 Per Verbal Instructions Dtd 5/7/19 ACH Form Dtd 9/13/18	05/07/19		-524,000.00
Total To/For Beneficiary		\$ 0.00	\$ -524,000.00
Fees/Expenses			
Monthly Fee To 04/30/19	05/15/19		-1,254.09
Total Fees/Expenses		\$ 0.00	\$ -1,254.09
Total Disbursements		\$ 0.00	\$ -525,254.09

Purchase Activity

	Date	Income Cash	Principal Cash
Bank of The West Advantage Acct Purchases (9) 05/01/19 To 05/31/19	05/31/19		-186,183.55
Total Purchases		\$ 0.00	\$ -186,183.55

Sale Activity

	Date	Proceeds	Realized Gain/Loss
Bank of The West Advantage Acct Sales (2) 05/01/19 To 05/31/19	05/31/19	525,254.09	
Federal Home Ln Mtg Corp Partn Gold Group #G13107 5.500% Dtd 03/01/2008 Due 07/01/2020 IPD14 Prin Pmt For April 2019	05/15/19	431.63	-21.85
Federal Home Ln Mtg Corp Partn Gold Group #G11940 5.500% Dtd 03/01/2006 Due 05/01/2020 IPD14 Prin Pmt For April 2019	05/15/19	778.97	-42.84
Federal Farm Cr Bks Cons Systemwide Bds 2.66% Dtd 07/30/2018 Due 07/30/2020 Callable Recd Proceeds on Full Call of 125,000 Par Value	05/21/19	125,000.00	404.25





WBSD - OPERATING RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Federal Home Ln Mtg Corp 1.75% Dtd 04/16/2012 Due 05/30/2019 Non-Callable Recd Proceeds on Maturity of 40,000 Par Value	05/30/19	40,000.00	
Federal Natl Mtg Assn Gtd REMIC Passthru Tr REMIC Tr Ser 2009 M1 CI A2 4.287% Dtd 10/01/2009 Due 07/25/2019 IPD24 Prin Pmt For 05/01/19	05/28/19	183.28	-13.06
Federal Natl Mtg Assn Gtd Passthru CTF Pool #797828 5.000% Dtd 04/01/2005 Due 04/01/2020 IPD24 Prin Pmt For April 2019	05/28/19	1,411.50	-78.51
Small Business Admin Gtd Ln Pool Ctfs #508468 Prime -0.175 Adj Quarterly Dtd 06/01/2008 Due 04/25/2020 Prin Pmt For 03/30/19	05/28/19	169.23	-7.30
Total Sales		\$ 693,228.70	\$ 240.69

Non-Cash Activity		
	Date	Cost
Federal Home Loan Bks Cons Bds 1.875% Dtd 11/30/2016 Due 11/29/2021 Non-Callable Accretion of Discount	05/29/19	390.06
Federal Farm Cr Bks Cons Systemwide Bds 1.97% Dtd 05/17/2017 Due 05/17/2021 Callable Accretion of Discount	05/17/19	332.37
Federal Farm Cr Bks Cons Systemwide Bds 2.66% Dtd 07/30/2018 Due 07/30/2020 Callable Accretion of Discount	05/21/19	103.87
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable Accretion of Discount	05/31/19	21.38



WBSD - OPERATING RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Non-Cash Activity		
	Date	Cost
Federal Natl Mtg Assn 1.25% Dtd 05/16/2016 Due 05/06/2021 Non-Callable Accretion of Discount	05/31/19	43.35
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable Accretion of Discount	05/31/19	25.07
Federal Natl Mtg Assn 2.00% Dtd 01/09/2017 Due 01/05/2022 Non-Callable Accretion of Discount	05/31/19	45.06
Federal Home Ln Mtg Corp 1.75% Dtd 04/16/2012 Due 05/30/2019 Non-Callable Amortization of Premium	05/30/19	-169.60
Federal Home Ln Mtg Corp 1.375% Dtd 04/04/2013 Due 05/01/2020 Non-Callable Accretion of Discount	05/31/19	9.74
GE Capital Internotes Fr 5.50% Dtd 11/05/2009 Due 11/15/2021 Non-Callable Amortization of Premium	05/15/19	-727.50
Oakland Calif Pension Oblig Taxable Pension Oblig Bd Taxable Zero Cpn Dtd 10/17/2001 Due 12/15/2019 Non-Callable Original Issue Discount	05/31/19	146.75
3M Co Fr 2.00% Dtd 06/26/2012 Due 06/26/2022 Non-Callable Accretion of Discount	05/31/19	22.27
US Treasury Note 1.625% Dtd 11/30/2015 Due 11/30/2020 Accretion of Discount	05/31/19	1,012.55
United Technologies Corp Sr Glbl 2.30% Dtd 05/04/2017 Due 05/04/2022 Callable Accretion of Discount	05/31/19	243.60
Total Non-Cash Transactions		\$ 1,498.97





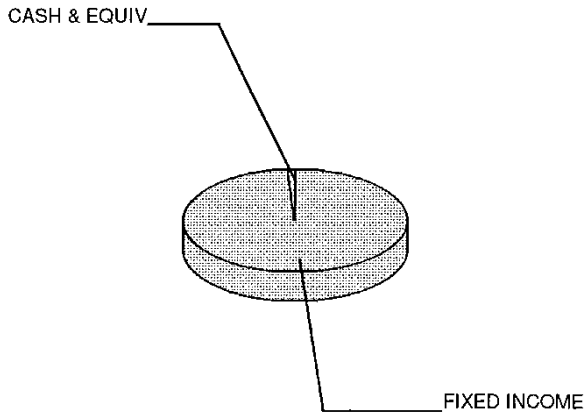
WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

WEST BAY SANITARY DISTRICT
 RATE STABILIZATION RESERVE
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
Chuen Ying Lee (408) 645-3234
Portfolio
Michael D. Smith (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	86,756.38	1.4%
Fixed Income	6,220,533.15	98.6%
Total Portfolio	\$ 6,307,289.53	100.0%
Accrued Income	43,271.10	
Total Valuation	\$ 6,350,560.63	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 6,321,507.73	\$ 5,577,745.28
Income		
Interest	8,454.32	154,751.00
Purchased Income	0.00	-4,722.81
Additions	0.00	1,000,000.00
Disbursements	-9,492.51	-433,408.75
Realized Gains/(Losses)	-10.86	315.52
Change In Accrued Income	4,586.46	-6,258.81
Change In Market Appreciation/(Depreciation)	23,508.31	108,895.98
Non-Cash Asset Changes	2,007.18	-46,756.78
Ending Market Value	\$ 6,350,560.63	\$ 6,350,560.63



WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash Equivalents				
Bank of The West Advantage Acct	86,756.380	86,756.38 86,756.38	2,004.00 51.80	2.31%
Total Cash Equivalents		\$ 86,756.38 \$ 86,756.38	2,004.00 51.80	2.31%
Fixed Income				
Arizona Brd Regents Cifs Partn Ref Cops 2015b Taxable 1.62% Dtd 05/12/2015 Due 06/01/2019 Callable	100,000.000	100,000.00 100,059.00	1,620.00 810.00	1.62%
Federal Home Loan Bks Cons Bds 1.85% Dtd 08/15/2017 Due 08/15/2022 Non-Callable	235,000.000	234,363.15 236,327.75	4,347.00 1,280.09	1.86%
Federal Home Loan Bks Cons Bds 2.50% Dtd 03/15/2018 Due 09/15/2020 Callable	100,000.000	100,016.00 99,925.00	2,500.00 527.77	2.50%
Federal Home Loan Bks Cons Bds 3.00% Dtd 09/27/2018 Due 09/27/2021 Callable	120,000.000	120,327.60 120,000.00	3,600.00 640.00	2.99%
Federal Home Loan Bks Cons Bds 3.17% Dtd 10/25/2018 Due 10/25/2021 Callable	300,000.000	301,017.00 300,000.00	9,510.00 951.00	3.16%
Federal Farm Cr Bks Cons Systemwide Bds 2.40% Dtd 06/17/2015 Due 06/17/2022 Non-Callable	235,000.000	237,991.55 239,920.90	5,640.00 2,569.33	2.37%
Federal Farm Cr Bks Cons Systemwide Bds 1.90% Dtd 07/19/2017 Due 07/19/2022 Non-Callable	80,000.000	79,844.80 80,269.60	1,520.00 557.33	1.90%
Federal Farm Cr Bks Cons Systemwide Bds 1.72% Dtd 07/26/2017 Due 07/26/2021 Non-Callable	235,000.000	233,662.85 235,451.20	4,042.00 1,403.47	1.73%
Federal Farm Cr Bks Cons Systemwide Bds 1.90% Dtd 08/03/2017 Due 08/03/2022 Non-Callable	85,000.000	84,835.10 85,157.25	1,615.00 529.36	1.90%
Federal Farm Cr Bks Cons Systemwide Bds 2.75% Dtd 03/01/2018 Due 09/01/2021 Callable	100,000.000	100,004.00 99,950.00	2,750.00 687.50	2.75%





WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Farm Cr Bks Cons Systemwide Bds 3.17% Dtd 09/19/2018 Due 09/19/2022 Callable	170,000.000	170,452.20 170,000.00	5,389.00 1,077.79	3.16%
Federal Farm Cr Bks Cons Systemwide Bds 3.37% Dtd 12/05/2018 Due 12/05/2022 Callable	100,000.000	100,006.00 100,000.00	3,370.00 1,647.55	3.37%
Federal Home Loan Bks Cons Bds 4.50% Dtd 08/12/2009 Due 09/13/2019 Non-Callable	100,000.000	100,567.00 101,529.00	4,500.00 975.00	4.47%
Federal Home Loan Bks Cons Bds 1.625% Dtd 11/07/2012 Due 12/10/2021 Non-Callable	235,000.000	232,809.80 234,353.75	3,818.00 1,813.90	1.64%
Federal Home Loan Bks Cons Bds 2.00% Dtd 08/12/2013 Due 09/13/2019 Non-Callable	40,000.000	39,949.20 40,166.40	800.00 173.33	2.00%
Federal Home Ln Mtg Corp Step Cpn Dtd 08/25/2016 Due 08/25/2021 Callable	60,000.000	59,744.40 60,000.00	900.00 240.00	1.51%
Federal Home Ln Mtg Corp 1.50% Dtd 09/30/2016 Due 03/30/2021 Callable	90,000.000	89,137.80 90,000.00	1,350.00 228.75	1.51%
Federal Home Ln Mtg Corp 1.75% Dtd 12/30/2016 Due 12/30/2020 Callable	40,000.000	39,792.00 40,000.00	700.00 293.61	1.76%
Federal Home Ln Mtg Corp 1.60% Dtd 05/15/2017 Due 05/15/2020 Callable	40,000.000	39,754.40 40,000.00	640.00 28.44	1.61%
Federal Home Ln Mtg Corp 3.25% Dtd 06/28/2018 Due 06/28/2023 Callable	120,000.000	120,079.20 119,940.00	3,900.00 1,657.49	3.25%
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable	250,000.000	247,957.50 249,517.50	3,750.00 10.41	1.51%
Federal Natl Mtg Assn 1.375% Dtd 02/05/2016 Due 02/26/2021 Non-Callable	235,000.000	232,471.40 233,363.23	3,231.00 852.69	1.39%
Federal Natl Mtg Assn 1.25% Dtd 05/16/2016 Due 05/06/2021 Non-Callable	130,000.000	128,252.80 129,109.95	1,625.00 112.84	1.27%



WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Federal Natl Mtg Assn 1.25% Dtd 08/19/2016 Due 08/17/2021 Non-Callable	130,000.000	128,016.20 128,823.05	1,625.00 469.44	1.27%
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable	235,000.000	231,851.00 233,525.74	3,231.00 484.68	1.39%
Federal Natl Mtg Assn 2.00% Dtd 01/09/2017 Due 01/05/2022 Non-Callable	235,000.000	235,329.00 237,432.25	4,700.00 1,906.11	2.00%
Federal Natl Mtg Assn 1.875% Dtd 04/10/2017 Due 04/05/2022 Non-Callable	95,000.000	94,826.15 95,240.35	1,781.00 277.08	1.88%
Federal Natl Mtg Assn 1.50% Dtd 11/27/2012 Due 11/27/2020 Callable	120,000.000	118,800.00 117,556.45	1,800.00 20.00	1.52%
Federal Home Ln Mtg Corp 2.375% Dtd 01/13/2012 Due 01/13/2022 Non-Callable	235,000.000	237,493.35 240,029.00	5,581.00 2,139.47	2.35%
Federal Home Ln Mtg Corp 1.375% Dtd 04/04/2013 Due 05/01/2020 Non-Callable	200,000.000	198,368.00 199,472.00	2,750.00 229.16	1.39%
Federal Home Ln Mtg Corp 1.50% Dtd 01/17/2017 Due 01/17/2020 Non-Callable	250,000.000	248,725.00 250,105.00	3,750.00 1,395.83	1.51%
Federal Natl Mtg Assn Gtd Passthru CTF Pool #466584 3.470% Dtd 11/01/2010 Due 11/01/2020 IPD24	67,981.070	69,098.00 72,994.66	2,358.00 203.13	3.41%
Florida St Brd Admin Fin Corp Rev Bds 2016a Taxable 2.163% Dtd 03/08/2016 Due 07/01/2019 Callable	40,000.000	39,990.00 40,175.20	865.00 360.49	2.16%
Silicon Vy Clean Wtr Calif Was Rev Bds 4.00% Dtd 11/24/2015 Due 08/01/2019 Non-Callable --- 335,000 Restricted ---	335,000.000	336,534.30 340,169.05	13,400.00 4,466.66	3.98%
Silicon Vy Clean Wtr Calif Was Rev Bds 5.00% Dtd 11/24/2015 Due 08/01/2020 Non-Callable --- 650,000 Restricted ---	650,000.000	678,931.50 687,414.00	32,500.00 10,833.33	4.79%





WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Skagit Cnty Wash Sch Dist No 1 GO Bds 2011b Taxable 4.013% Dtd 06/01/2011 Due 12/01/2019 Non-Callable	50,000.000	50,315.50 51,343.00	2,006.00 1,003.24	3.99%
US Treasury Note 1.625% Dtd 11/30/2015 Due 11/30/2020	300,000.000	298,092.00 294,792.56	4,875.00 13.31	1.64%
US Treasury Note 2.75% Dtd 09/15/2018 Due 09/15/2021	60,000.000	61,127.40 59,817.19	1,650.00 349.72	2.70%
Total Fixed Income		\$ 6,220,533.15 \$ 6,253,930.03	153,989.00 43,219.30	2.48%
Cash				
Principal Cash		0.00 0.00	0.00	0.00%
Income Cash		0.00 0.00	0.00	0.00%
Total Cash		\$ 0.00 \$ 0.00	0.00 0.00	0.00%
Total Market Value		\$ 6,307,289.53 \$ 6,340,686.41	155,993.00 43,271.10	2.47%
Total Market Value Plus Accruals		\$ 6,350,560.63		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Bank of The West Advantage Acct Int To 04/30/19	05/01/19		55.99
Federal Farm Cr Bks Cons Systemwide Bds 2.85% Dtd 03/07/2018 Due 03/07/2022 Callable Interest on Full Call of	05/23/19		481.33
Federal Home Ln Mtg Corp 1.60% Dtd 05/15/2017 Due 05/15/2020 Callable Int To 05/15/19 on 40,000	05/15/19		320.00



WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
Federal Natl Mtg Assn 1.50% Dtd 10/19/2015 Due 11/30/2020 Non-Callable Int To 05/30/19 on 250,000	05/30/19		1,875.00
Federal Natl Mtg Assn 1.25% Dtd 05/16/2016 Due 05/06/2021 Non-Callable Int To 05/06/19 on 130,000	05/06/19		812.50
Federal Natl Mtg Assn 1.50% Dtd 11/27/2012 Due 11/27/2020 Callable Int To 05/27/19 on 120,000	05/28/19		900.00
Federal Home Ln Mtg Corp 1.375% Dtd 04/04/2013 Due 05/01/2020 Non-Callable Int To 05/01/19 on 200,000	05/01/19		1,375.00
Federal Natl Mtg Assn Gtd Passthru CTF Pool #466584 3.470% Dtd 11/01/2010 Due 11/01/2020 IPD24 Int For April 2019 on 68128.37	05/28/19		197.00
US Treasury Note 1.625% Dtd 11/30/2015 Due 11/30/2020 Int To 05/31/19 on 300,000	05/31/19		2,437.50
Total Interest Income		\$ 0.00	\$ 8,454.32
Total Income		\$ 0.00	\$ 8,454.32

Disbursement Activity			
	Date	Income Cash	Principal Cash
To/For Beneficiary			
West Bay Sanitary District ACH Transfer To Bank of The West Ckg#XXXXX6049 Per Verbal Instructions Dtd 5/7/19 ACH Form Dtd 9/13/18	05/07/19		-8,500.00
Total To/For Beneficiary		\$ 0.00	\$ -8,500.00





WBSD - RATE STABILIZATION RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Disbursement Activity			
	Date	Income Cash	Principal Cash
Fees/Expenses			
Monthly Fee To 04/30/19	05/15/19		-992.51
Total Fees/Expenses		\$ 0.00	\$ -992.51
Total Disbursements		\$ 0.00	\$ -9,492.51

Purchase Activity			
	Date	Income Cash	Principal Cash
Bank of The West Advantage Acct Purchases (7) 05/01/19 To 05/31/19	05/31/19		-88,601.62
Total Purchases		\$ 0.00	\$ -88,601.62

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Bank of The West Advantage Acct Sales (2) 05/01/19 To 05/31/19	05/31/19	9,492.51	
Federal Farm Cr Bks Cons Systemwide Bds 2.85% Dtd 03/07/2018 Due 03/07/2022 Callable Recd Proceeds on Full Call of 80,000 Par Value	05/23/19	80,000.00	
Federal Natl Mtg Assn Gtd Passthru CTF Pool #466584 3.470% Dtd 11/01/2010 Due 11/01/2020 IPD24 Prin Pmt For April 2019	05/28/19	147.30	-10.86
Total Sales		\$ 89,639.81	\$ -10.86

Non-Cash Activity		
	Date	Cost
Federal Natl Mtg Assn 1.25% Dtd 05/16/2016 Due 05/06/2021 Non-Callable Accretion of Discount	05/31/19	38.36



WBSD - RATE STABILIZATION RESERVE

Account Number:
Statement Period: 05/01/19 - 05/31/19

Non-Cash Activity		
	Date	Cost
Federal Natl Mtg Assn 1.25% Dtd 08/19/2016 Due 08/17/2021 Non-Callable Accretion of Discount	05/31/19	44.30
Federal Natl Mtg Assn 1.375% Dtd 10/07/2016 Due 10/07/2021 Non-Callable Accretion of Discount	05/31/19	52.21
Federal Natl Mtg Assn 1.50% Dtd 11/27/2012 Due 11/27/2020 Callable Accretion of Discount	05/31/19	136.50
US Treasury Note 1.625% Dtd 11/30/2015 Due 11/30/2020 Accretion of Discount	05/31/19	1,735.81
Total Non-Cash Transactions		\$ 2,007.18

SECURITY PRICES CONTAINED IN THIS STATEMENT ARE OBTAINED FROM THE MOST RELIABLE SOURCES AVAILABLE BUT ARE NOT GUARANTEED BY BANK OF THE WEST. QUOTED PRICES MAY NOT EQUAL ACTUAL PRICES BECAUSE OF SECURITY SIZE, MARKET PRICE, TERM AND DEMAND.





WBSD - RECYCLED WATER CASH FLOW

Account Number:
 Statement Period: 05/01/19 - 05/31/19

WEST BAY SANITARY DISTRICT
 RECYCLED WATER CASH FLOW
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

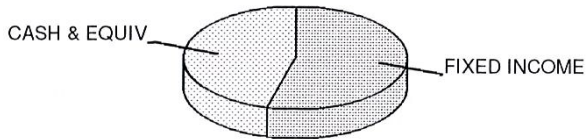
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West Bay Sanitary District

Asset Allocation

Asset Valuation



Description	Market Value	% of Account
Cash & Equiv	103,172.92	46.3%
Fixed Income	119,677.20	53.7%
Total Portfolio	\$ 222,850.12	100.0%
Accrued Income	181.39	
Total Valuation	\$ 223,031.51	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 222,307.41	\$ 3,899,477.54
Income		
Interest	977.50	60,476.47
Disbursements	-35.02	-3,706,172.05
Realized Gains/(Losses)	0.00	-9,952.31
Change In Accrued Income	-452.98	-28,039.30
Change In Market Appreciation/(Depreciation)	91.07	28,521.47
Non-Cash Asset Changes	143.53	-21,280.31
Ending Market Value	\$ 223,031.51	\$ 223,031.51



WBSD - RECYCLED WATER CASH FLOW

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash Equivalents				
Bank of The West Advantage Acct	103,172.920	103,172.92 103,172.92	2,383.00 10.89	2.31%
Total Cash Equivalents		\$ 103,172.92 \$ 103,172.92	2,383.00 10.89	2.31%
Fixed Income				
Federal Home Ln Mtg Corp 1.65% Dtd 10/30/2017 Due 10/30/2019 Callable	120,000.000	119,677.20 120,000.00	1,980.00 170.50	1.65%
Total Fixed Income		\$ 119,677.20 \$ 120,000.00	1,980.00 170.50	1.65%
Cash				
Principal Cash		0.00 0.00	0.00	0.00%
Income Cash		0.00 0.00	0.00	0.00%
Total Cash		\$ 0.00 \$ 0.00	0.00 0.00	0.00%
Total Market Value		\$ 222,850.12 \$ 223,172.92	4,363.00 181.39	1.96%
Total Market Value Plus Accruals		\$ 223,031.51		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Bank of The West Advantage Acct Int To 04/30/19	05/01/19		2.50
Federal Home Ln Mtg Corp 1.20% Dtd 03/28/2016 Due 12/28/2018 Callable Additional Interest on Maturity	05/24/19		225.00





WBSD - RECYCLED WATER CASH FLOW

Account Number:
 Statement Period: 05/01/19 - 05/31/19

Income Activity			
	Date	Income Cash	Principal Cash
US Treasury Note 1.50% Dtd 05/31/2014 Due 05/31/2019 Int To 05/31/19 on 100,000	05/31/19		750.00
Total Interest Income		\$ 0.00	\$ 977.50
Total Income		\$ 0.00	\$ 977.50

Disbursement Activity			
	Date	Income Cash	Principal Cash
Fees/Expenses			
Monthly Fee To 04/30/19	05/15/19		-35.02
Total Fees/Expenses		\$ 0.00	\$ -35.02
Total Disbursements		\$ 0.00	\$ -35.02

Purchase Activity			
	Date	Income Cash	Principal Cash
Bank of The West Advantage Acct Purchases (3) 05/01/19 To 05/31/19	05/31/19		-100,977.50
Total Purchases		\$ 0.00	\$ -100,977.50

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Bank of The West Advantage Acct Sales (1) 05/01/19 To 05/31/19	05/31/19	35.02	
US Treasury Note 1.50% Dtd 05/31/2014 Due 05/31/2019 Recd Proceeds on Maturity of 100,000 Par Value	05/31/19	100,000.00	
Total Sales		\$ 100,035.02	\$ 0.00



WBSD - RECYCLED WATER CASH FLOW

Account Number:
Statement Period: 05/01/19 - 05/31/19

Non-Cash Activity		
	Date	Cost
US Treasury Note 1.50% Dtd 05/31/2014 Due 05/31/2019 Accretion of Discount	05/31/19	143.53
Total Non-Cash Transactions		\$ 143.53

SECURITY PRICES CONTAINED IN THIS STATEMENT ARE OBTAINED FROM THE MOST RELIABLE SOURCES AVAILABLE BUT ARE NOT GUARANTEED BY BANK OF THE WEST. QUOTED PRICES MAY NOT EQUAL ACTUAL PRICES BECAUSE OF SECURITY SIZE, MARKET PRICE, TERM AND DEMAND.





**CALIFORNIA STATE TREASURER
FIONA MA, CPA**



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
05/20/19	2.45	2.45	176
05/21/19	2.45	2.45	175
05/22/19	2.45	2.45	174
05/23/19	2.45	2.45	174
05/24/19	2.45	2.45	176
05/25/19	2.45	2.45	176
05/26/19	2.45	2.45	176
05/27/19	2.45	2.45	176
05/28/19	2.45	2.45	172
05/29/19	2.45	2.45	174
05/30/19	2.45	2.45	174
05/31/19	2.45	2.45	180
06/01/19	2.45	2.45	180
06/02/19	2.45	2.45	180
06/03/19	2.45	2.45	177
06/04/19	2.45	2.45	177
06/05/19	2.45	2.45	176
06/06/19	2.45	2.45	176
06/07/19	2.45	2.45	175
06/08/19	2.45	2.45	175
06/09/19	2.45	2.45	175
06/10/19	2.45	2.45	172
06/11/19	2.45	2.45	171
06/12/19	2.44	2.45	172
06/13/19	2.44	2.45	171
06/14/19	2.44	2.45	170
06/15/19	2.44	2.45	170
06/16/19	2.44	2.45	170
06/17/19	2.42	2.45	170
06/18/19	2.42	2.45	168
06/19/19	2.42	2.45	169

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

Quarter Ending 03/31/19

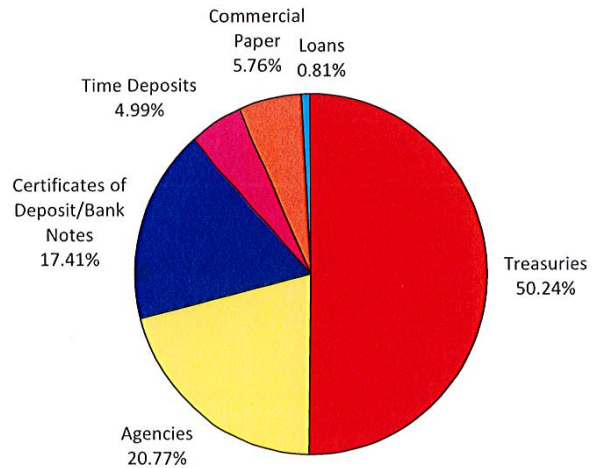
Apportionment Rate: 2.55
 Earnings Ratio: 0.00006976322349099
 Fair Value Factor: 1.000146954
 Daily: 2.44%
 Quarter to Date: 2.39%
 Average Life: 179

PMIA Average Monthly Effective Yields

May 2019 2.449
 Apr 2019 2.445
 Mar 2019 2.436

**Pooled Money Investment Account
Portfolio Composition**

**05/31/19
\$95.3 billion**



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 06/19/2019



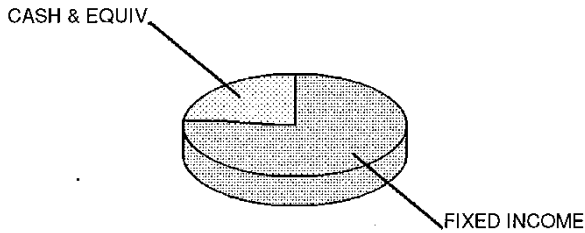
WBSD - RECYCLED WATER SRF RESERVE

Account Number:
 Statement Period: 05/01/19 - 05/31/19

WEST BAY SANITARY DISTRICT
 RECYCLED WATER SRF RESERVE
 500 LAUREL STREET
 MENLO PARK CA 94025

Fiduciary
 Chuen Ying Lee
 (408) 645-3234
Portfolio
 Michael D. Smith
 (408) 490-2079

Asset Allocation



Asset Valuation

Description	Market Value	% of Account
Cash & Equiv	195,402.89	23.5%
Fixed Income	637,517.48	76.5%
Total Portfolio	\$ 832,920.37	100.0%
Accrued Income	3,178.41	
Total Valuation	\$ 836,098.78	

Market Reconciliation

	Current Period	Year To Date
Beginning Market Value	\$ 832,228.88	\$ 810,212.35
Income		
Interest	1,342.75	20,906.50
Purchased Income	0.00	-1,539.01
Disbursements	-131.01	-1,355.77
Realized Gains/(Losses)	0.00	108.00
Change In Accrued Income	310.00	315.93
Change In Market Appreciation/(Depreciation)	2,276.89	6,509.16
Non-Cash Asset Changes	71.27	941.62
Ending Market Value	\$ 836,098.78	\$ 836,098.78



WBSD - RECYCLED WATER SRF RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Cash Equivalents				
Bank of The West Advantage Acct	195,402.890	195,402.89 195,402.89	4,513.00 155.38	2.31%
Total Cash Equivalents		\$ 195,402.89 \$ 195,402.89	4,513.00 155.38	2.31%
Fixed Income				
Federal Home Loan Bks Cons Bds 2.00% Dtd 10/30/2017 Due 04/30/2021 Callable	100,000.000	99,815.00 97,788.51	2,000.00 172.22	2.00%
Federal Farm Cr Bks Cons Systemwide Bds 3.65% Dtd 12/21/2010 Due 12/21/2020 Non-Callable	96,000.000	98,393.28 98,038.08	3,504.00 1,557.33	3.56%
Federal Home Ln Mtg Corp 2.70% Dtd 03/26/2018 Due 03/26/2021 Callable	60,000.000	60,021.60 59,925.00	1,620.00 292.50	2.70%
Federal Natl Mtg Assn 1.55% Dtd 10/28/2016 Due 10/28/2021 Callable	80,000.000	79,259.20 77,937.61	1,240.00 113.66	1.56%
US Treasury Note 1.375% Dtd 04/30/2015 Due 04/30/2020	140,000.000	138,871.60 138,578.12	1,925.00 167.39	1.39%
US Treasury Note 2.00% Dtd 09/30/2013 Due 09/30/2020	20,000.000	19,972.40 19,874.21	400.00 67.75	2.00%
US Treasury Note 2.75% Dtd 09/30/2018 Due 09/30/2020	140,000.000	141,184.40 140,754.68	3,850.00 652.18	2.73%
Total Fixed Income		\$ 637,517.48 \$ 632,896.21	14,539.00 3,023.03	2.28%
Cash				
Principal Cash		0.00 0.00	0.00	0.00%
Income Cash		0.00 0.00	0.00	0.00%
Total Cash		\$ 0.00 \$ 0.00	0.00 0.00	0.00%





WBSD - RECYCLED WATER SRF RESERVE

Account Number: _____
 Statement Period: 05/01/19 - 05/31/19

Asset Position As of 05/31/19

Asset Description	Units	Market Value Cost	Est. Annual Income Accruals	Current Yield
Total Market Value		\$ 832,920.37	19,052.00	2.29%
		\$ 828,299.10	3,178.41	
Total Market Value Plus Accruals		\$ 836,098.78		

Income Activity

	Date	Income Cash	Principal Cash
Interest Income			
Bank of The West Advantage Acct Int To 04/30/19	05/01/19		548.37
Federal Farm Cr Bks Cons Systemwide Bds 2.84% Dtd 03/20/2018 Due 09/20/2021 Callable Interest on Full Call of	05/21/19		481.22
Federal Farm Cr Bks Cons Systemwide Bds 2.71% Dtd 03/29/2018 Due 03/29/2021 Callable Interest on Full Call of	05/21/19		313.16
Total Interest Income		\$ 0.00	\$ 1,342.75
Total Income		\$ 0.00	\$ 1,342.75

Disbursement Activity

	Date	Income Cash	Principal Cash
Fees/Expenses			
Monthly Fee To 04/30/19	05/15/19		-131.01
Total Fees/Expenses		\$ 0.00	\$ -131.01
Total Disbursements		\$ 0.00	\$ -131.01

Purchase Activity

	Date	Income Cash	Principal Cash
Bank of The West Advantage Acct Purchases (2) 05/01/19 To 05/31/19	05/31/19		-181,342.75
Total Purchases		\$ 0.00	\$ -181,342.75



WBSD - RECYCLED WATER SRF RESERVE

Account Number:
 Statement Period:

05/01/19 - 05/31/19

Sale Activity			
	Date	Proceeds	Realized Gain/Loss
Bank of The West Advantage Acct Sales (1) 05/01/19 To 05/31/19	05/31/19	131.01	
Federal Farm Cr Bks Cons Systemwide Bds 2.84% Dtd 03/20/2018 Due 09/20/2021 Callable Recd Proceeds on Full Call of 100,000 Par Value	05/21/19	100,000.00	
Federal Farm Cr Bks Cons Systemwide Bds 2.71% Dtd 03/29/2018 Due 03/29/2021 Callable Recd Proceeds on Full Call of 80,000 Par Value	05/21/19	80,000.00	
Total Sales		\$ 180,131.01	\$ 0.00

Non-Cash Activity		
	Date	Cost
Federal Natl Mtg Assn 1.55% Dtd 10/28/2016 Due 10/28/2021 Callable Accretion of Discount	05/31/19	71.27
Total Non-Cash Transactions		\$ 71.27

SECURITY PRICES CONTAINED IN THIS STATEMENT ARE OBTAINED FROM THE MOST RELIABLE SOURCES AVAILABLE BUT ARE NOT GUARANTEED BY BANK OF THE WEST. QUOTED PRICES MAY NOT EQUAL ACTUAL PRICES BECAUSE OF SECURITY SIZE, MARKET PRICE, TERM AND DEMAND.



WEST BAY SANITARY DISTRICT
PARS Post-Employment Benefits Trust

Received

Account Report for the Period
5/1/2019 to 5/31/2019

JUN 19 2019

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

West Bay Sanitary District

Account Summary

Source	Beginning Balance as of 5/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 5/31/2019
OPEB	\$260,070.25	\$0.00	-\$6,138.94	\$54.18	\$0.00	\$0.00	\$253,877.13
PENSION	\$1,025,867.65	\$0.00	-\$24,215.55	\$213.72	\$0.00	\$0.00	\$1,001,438.38
Totals	\$1,285,937.90	\$0.00	-\$30,354.49	\$267.90	\$0.00	\$0.00	\$1,255,315.51

Investment Selection

Source

OPEB Moderate Index PLUS
PENSION Moderate Index PLUS

Investment Objective

Source

OPEB The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

PENSION The dual goals of the Moderate Strategy are growth of principal and income. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important. The portfolio will be allocated between equity and fixed income investments.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	-2.36%	0.69%	2.86%	-	-	-	8/31/2016
PENSION	-2.36%	0.69%	-	-	-	-	9/7/2018

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 5D**

To: Board of Directors

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

**Subject: Consideration of Authorizing the District Manager to Issue the
Class 3 Permit for the Sewer Manhole Rehabilitation at Menlo
College, Atherton, CA**

Background

The District has a sewer main and easement that runs through the Menlo College campus. Vance Brown Builders has been contracted by the school to renovate their landscaping and pathways. This will result in grade changes in several locations, requiring some of the District's manholes to be raised to match the new elevation.

Analysis

District staff has reviewed plans and ensured that these manholes will be adjusted according to District standards.

Fiscal Impact

No impact to the District.

Recommendation

The Projects Manager recommends the District Board direct the District Manager to issue Class 3 Sewer Permit No.1096 for the work required to bring the manholes up to grade.

Attachments: Resolution ____ (2019)
Class 3 Permit (1096)
Site Map

RESOLUTION NO. _____ (2019)

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

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

ENVIRONMENTAL IMPACT REVIEW

Name of Project: Menlo College Campus Renovation

Location: 1000 El Camino Real, Atherton, CA

Entity or Person Undertaking Project: Vance Brown Builders

Determination of the District Board:

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

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

N/A

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

The Board finds that the project Preliminary Review and Notice of Exemption identifies the following significant effects:

N/A

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

N/A Changes or alterations have been required in, or incorporated, into the project which mitigate or avoid the significant environmental effects thereof as identified in the Final EIR.

N/A Such changes or alterations are within the responsibility and jurisdiction of a public agency other than the District. Such changes have been adopted by such other agency or can and should be adopted by such other agency.

N/A Specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the Final EIR.

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

_____ Approved

_____ Disapproved

The District Manager of West Bay Sanitary District is directed to prepare a Notice of Exemption pursuant to the provisions of the State Guidelines Implementing the California Environmental Quality Act adopted by Resolution No. 1105 of this District Board. The District Manager is ~~(further)~~ (not) directed to prepare and file a Statement of Overriding Consideration pertaining to the approval of this project pursuant to the provisions of the same Guidelines.

Passed and adopted by the District Board of West Bay Sanitary District at a regular meeting thereof held on the 26th day of June 2019, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

Attest:

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

WEST BAY SANITARY DISTRICT

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

Permit Number
No 1096

Type _____

APPLICATION FOR CLASS 3 SEWER PERMIT

To the WEST BAY SANITARY DISTRICT:

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

1000 EL CAMINO, ATHERTON

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

Residential Non-residential Development at said location.

ENGINEER'S

Sandis

Name

1700 Winchester Blvd Suite 200

Address

CONTRACTOR'S

VANCE BROWN BUILDERS

Name

3197 Park Blvd, Palo Alto

Address

OWNER'S

MENLO COLLEGE

Name

1000 EL CAMINO, ATHERTON

Address

[Signature]

Applicant's Signature

JAMES HOWARD

Signed by - Please Print Name

3197 PARK BLVD PALO ALTO CA

Address

Receipt of \$ 545 Application Fee is hereby acknowledged

Annette

6/6/19

Date

Receipt of \$ 2000 Cash deposit or Performance Bond

Comments Raise manholes to grade

Approved by the District Board on _____

Application approved and permit issued:

WEST BAY SANITARY DISTRICT

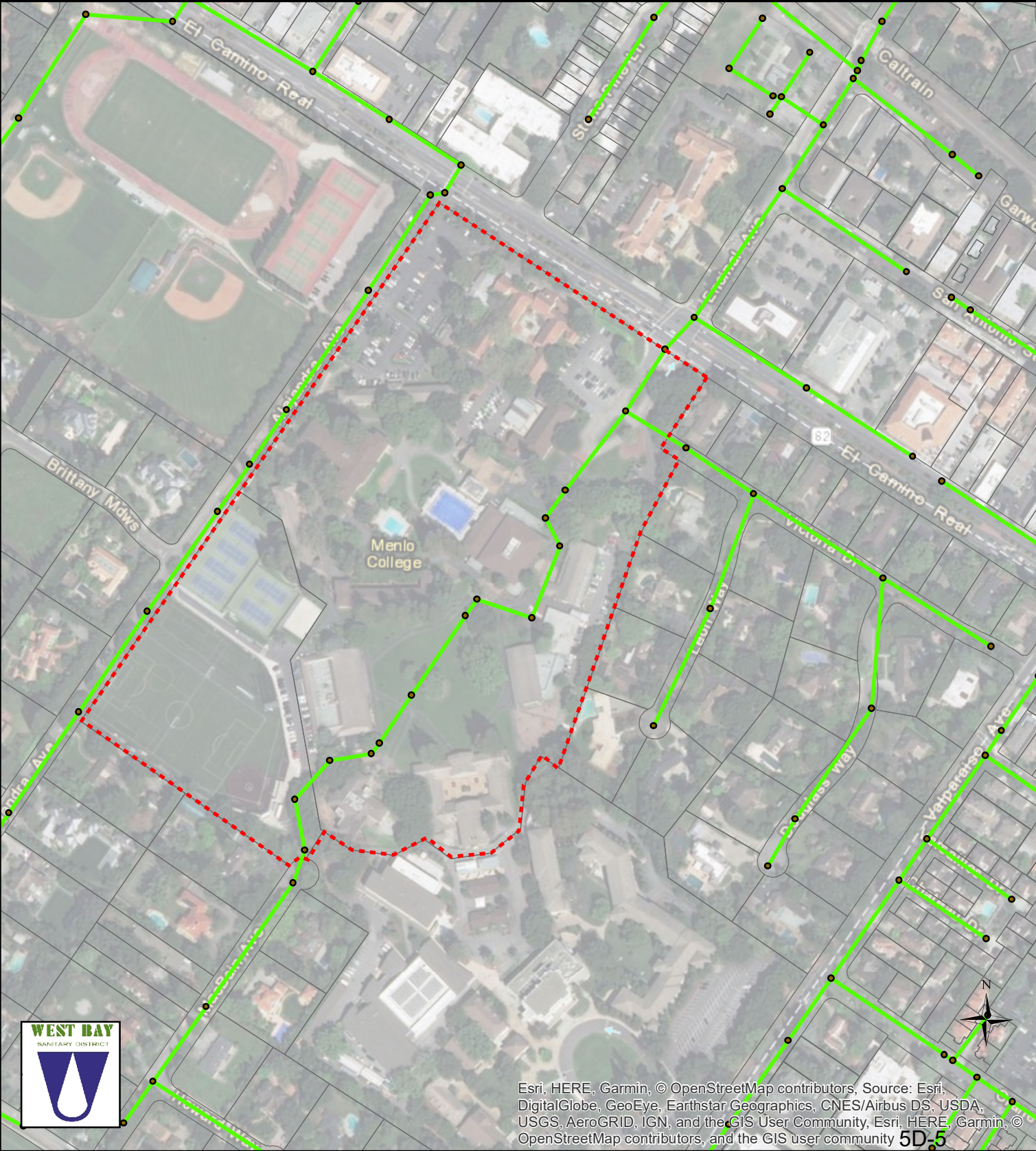
Phil Scott, District Manager

Date _____

By _____

Final Acceptance by the District Board on _____

Exhibit A
Site Map
Menlo College
1000 El Camino Real, Atherton, CA



Esri, HERE, Garmin, © OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community 5D.5

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WEST BAY SANITARY DISTRICT AGENDA ITEM 6

To: *Board of Directors*

From: *Sergio Ramirez, Maintenance Superintendent and Phil Scott, District Manager*

Subject: *Consider Adoption Of Resolution Approving Amendment No.6 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*

Background

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

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

Several discussions were held with the Town of Woodside just to the north/west of the District. The Town formally issued a Request for Proposals (RFP) in April, 2014 for which the District submitted a proposal for the Operation and Maintenance of the Town of Woodside Sanitary System on May 9, 2014.

Upon reviewing the proposals the Town believed the District could be competitive in pricing and provide superior maintenance services that would lead to the overall improvement of the performance of their collection system. On July 22nd, 2014 the Town Council approved to enter into an agreement with the District to provide sewer system services based on the submitted proposal.

In December 2014 the District began performing sewer pipeline maintenance and close circuit television inspection for the Town's System. In November of 2017 the District began to perform Pump Station Maintenance Services to the Town's two pump stations.

Analysis

The Town has approximately 4 miles of collection system pipe and does not have responsibility for the laterals at this time. The Town had a contract with a private contractor for collection system maintenance which expired in 2014, prior to the District taking over the collection system activities.

The current maintenance agreement includes tasks to clean sewer lines, TV inspect the collection system, and respond to SSO's, and Pump Station Maintenance Services including emergency response.

The amendment is to extend the agreement through the 2019-2020 Fiscal Year and to reflect a 3% increase in the cost of collection system maintenance service for the year.

Relevance to Strategic Plan

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

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

Fiscal Impact

The agreement could generate a positive amount of approximately \$72,000.00 in revenue for the year. The revenue would be sufficient to support the Town's required work at the District's fully loaded rate and recover the cost of the equipment and materials used including fuel.

Recommendation

The District Manager recommends the Board adopt the resolution approving Amendment #6 to the Maintenance Services Agreement Between West Bay Sanitary District and the Town of Woodside for Sanitary Sewer Maintenance Services for an additional year and Authorize the District Manager to Execute the Amended Agreement on Behalf of the District.

Attachment:

1. Resolution ____ (2019)
2. Amendment No. 6
3. Existing Agreement between WBSD and Town of Woodside

RESOLUTION NO. _____(2019)

RESOLUTION APPROVING AMENDMENT #6 TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN WEST BAY SANITARY DISTRICT AND THE TOWN OF WOODSIDE FOR SANITARY SEWER MAINTENANCE SERVICES AND AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE DISTRICT.

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

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

Section 1. Public interest and convenience require the West Bay Sanitary District to enter the Agreement for Sanitary Sewer System Operations and Maintenance Services with a not-to-exceed amount of \$72,118.94 to provide sanitary sewer maintenance services, emergency call-out, and asset management services.

Section 2. The West Bay Sanitary District hereby authorizes the District Manager to execute the Amended Agreement #6, for the fiscal year 2019-2020, on behalf of the District and subject to legal review, between the West Bay Sanitary District and Town of Woodside.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a regular meeting thereof held on 26th day of June, 2019, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

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

AMENDMENT #6 TO AGREEMENT FOR SANITARY SEWER MAINTENANCE SERVICES DATED June 26, 2019 BETWEEN THE TOWN OF WOODSIDE AND WEST BAY SANITARY DISTRICT

The above referenced agreement is hereby amended as follows:

The Town of Woodside (Town) seeks West Bay Sanitary District (District) to provide sanitary sewer operation and maintenance services. The purpose of this document is to amend the original Agreement with the District dated July 22, 2014 and to include both Sanitary Sewer and Pump Station Maintenance services for the Town through June 30, 2020.

This amendment is the Sixth Amendment to the Professional Services Agreement between the Town and the District for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD) executed July 22, 2014. The specific services to be provided in the amendment to the contract are described in Exhibit "A". All work, including all labor, materials, and associated costs, shall be paid for at the rates established in Exhibit A.

The contract total amount is not to exceed SEVENTY TWO THOUSAND ONE HUNDRED EIGHTEEN DOLLARS AND NINTY FOUR CENTS (\$72,118.94). This amendment is subject to the same provisions as the original agreement and is made a part of the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Date: _____

Date: _____

TOWN OF WOODSIDE

WEST BAY SANITARY DISTRICT

Kevin Bryant, Town Manager

Phil Scott, District Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jean Savaree, Town Attorney

Anthony P. Condotti, District Counsel

Exhibit A

SANITARY SEWER MAINTENANCE SERVICES for THE TOWN OF WOODSIDE by WEST BAY SANITARY DISTRICT

2018-2019 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
1.1	Sewer cleaning of 21,723 feet plus 1,432 of Hot Spots per year of sewer line - entire system.	23,155	Each	\$1.03	\$23,849.65
	1,432 feet of Hot Spot Cleaning (aka High Frequency) are done three additional times after initial Annual Cleaning. Performed Quarterly.	4,296	Quarters	\$1.13	\$4,854.48
2.1	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.83	\$2,745.00
	Annual CCTV inspection (cleaning as needed)	5,000	Linear Foot	\$1.83	\$9,150.00
3.1	West Bay will maintain the Town's Two (2) pump stations. This includes inspecting and routine maintenance of the Town Center and the La Questa pump stations.	51	Weekly	\$468.70	\$23,903.70
3.2	West Bay will pull the pumps and perform a thorough maintenance of the oils, impellers, volutes and wear rings. The annual inspection will include amp and current draws.	1	Annual	\$1,138.15	\$1,138.15
3.3	West Bay shall provide response to pump station alarms. The ISAC Telemetry System at the Town Center and the La Questa pump stations shall be programmed to call the West Bay Pump Facility Supervisor with the Operation Superintendent as back up, for pump station failures.	3	Per Incident	\$401.70	\$1,205.10
4.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$1,103.62	\$3,310.86
4.2	Service Call Unplanned Responses - 3 hour minimum (additional hrs @ \$122 per/hr)	3	Per Incident	\$378.16	\$1,134.48
5	West Bay will provide a quarterly summary format that includes performance indicators that will be tracked and measured on a quarterly and annual basis.	4	Quarterly	\$206.88	\$827.52
Sanitary Sewer O&M Maintenance Baseline Cost, Tasks 1 through 5					\$72,118.94
Option 1	FOG Inspections and Documentation	5	Each	\$ 405.18	\$2,025.90
Option 2	FOG Outreach, up to 20 mailers	1	Each	\$ 135.06	\$135.06
Option 3	Manhole Root Foam	10	Each	\$ 113.30	\$1,133.00

AGREEMENT FOR SANITARY SEWER MAINTENANCE SERVICES

This Agreement is made and entered into as of the 22nd day of July 2014, by and between the Town of Woodside hereinafter called "TOWN" and West Bay Sanitary District, hereinafter called "CONTRACTOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That TOWN desires to engage CONTRACTOR to render certain services to provide sanitary sewer maintenance services for the Town Center Sewer Assessment District, including but not limited to maintaining pipelines and pump stations and responding to sanitary sewer overflows; and
- B. That CONTRACTOR is qualified to provide such services to the TOWN; and
- C. That the TOWN has elected to engage the services of CONTRACTOR upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONTRACTOR under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONTRACTOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence on December 1, 2014, shall be extended by Town on an annual fiscal year basis (July 1 – June 30) when agreeable to both parties and shall expire upon notification in accordance with (b) below.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, TOWN shall compensate CONTRACTOR for services rendered, and reimburse CONTRACTOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3.

In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of TOWN to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to TOWN hereunder.

3. Compensation; Expenses; Payment. TOWN shall compensate CONTRACTOR for all services performed by CONTRACTOR hereunder in accordance with the provisions of Exhibit B hereof, attached hereto and by this reference incorporated herein.

Compensation hereunder shall be payable upon monthly billing therefore by CONTRACTOR to TOWN, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event TOWN desires the performance of additional services not otherwise included within the services described in Exhibits A or B including the optional services indicated, such services shall be authorized in advance of the performance thereof by the Town Manager or Town Council in writing. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONTRACTOR shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONTRACTOR hereunder. Said records shall be available to TOWN for review and copying during regular business hours at CONTRACTOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONTRACTOR. CONTRACTOR represents that it has the necessary professional skills to perform the services required and the TOWN shall rely on such skills of the CONTRACTOR to do and perform the work. In performing services hereunder CONTRACTOR shall adhere to the standards generally

prevailing for the performance of professional services similar to those to be performed by CONTRACTOR hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONTRACTOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to TOWN, become the property of TOWN.
9. Relationship of Parties. It is understood that the relationship of CONTRACTOR to the TOWN is that of an independent contractor and all persons working for or under the direction of CONTRACTOR are its agents or employees and not agents or employees of the TOWN.
10. Schedule. This agreement is for maintenance services on an annual basis. For budgeting purposes, the TOWN and CONTRACTOR agree to various types of services with annual cleaning requirements and minimal service call-out hours. CONTRACTOR shall adhere to the schedule to complete the work as set forth in Exhibits A and B; provided, that TOWN shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONTRACTOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONTRACTOR's officers or employees.

CONTRACTOR acknowledges the importance to TOWN of TOWN's maintenance scheduling requirements and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the TOWN), indemnify and hold harmless TOWN and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent that they arise out of or pertain to the negligence, recklessness or willful misconduct of CONTRACTOR, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall

not apply, however, to the extent that such Liabilities are caused solely by the negligence, recklessness, or willful misconduct of such Indemnitees. Additionally, CONTRACTOR shall not be required to indemnify, hold harmless or defend the TOWN for any Liabilities under the Clean Water Act or state law, including but not limited to fines, civil penalties, or legal and expert witness fees or costs that may arise from sewer system failures, overflows, or other damages or costs, provided that the failure, overflow, or other cause of the damage was not solely caused by the CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work specified by this Agreement.

12. Insurance. CONTRACTOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, and owned and non-owned and hired automobile liability insurance coverage relating to CONTRACTOR's services to be performed hereunder covering TOWN's risks in form subject to the approval of the TOWN Attorney and/or TOWN's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)

Concurrently with the execution of this Agreement, CONTRACTOR shall, on the Insurance Coverage form provided in Exhibit C, furnish TOWN with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after TOWN shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
 - (b) Providing that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
 - (c) Naming the TOWN of Woodside, its Council and Board respectively, officers, boards, commissions, employees, and agents, as additional insureds; and
 - (d) Providing that CONTRACTOR's insurance coverage shall be primary insurance with respect to TOWN, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by TOWN for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONTRACTOR's insurance and not contributory with it.
13. WORKERS' COMPENSATION. CONTRACTOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONTRACTOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
14. NON-DISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the TOWN setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the TOWN and CONTRACTOR in writing, by first class mail, postage prepaid, addressed as follows:

TOWN: TOWN of Woodside
2955 Woodside Road
Woodside, CA94062
Attention: Paul T. Nagengast
Deputy Town Manager

CONTRACTOR: Phil Scott, District Manager
West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3486

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
21. Conflict of Interest. CONTRACTOR may serve other clients, but none who are active within the TOWN of Woodside or who conduct business

that would place CONTRACTOR in a "conflict of interest" as that term is defined in State law.

22. Entire Agreement. This Agreement, including Exhibits A, B and C comprise the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

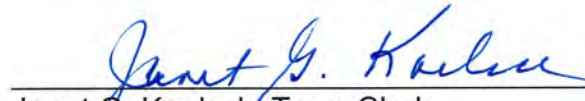
TOWN OF WOODSIDE:

Dated: 11/12/14


Kevin Bryant, Town Manager

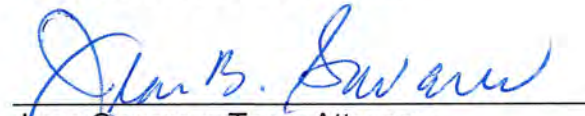
ATTEST:

Dated: 11/14/14


Janet G. Koelsch, Town Clerk

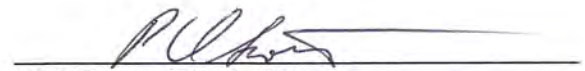
APPROVED AS TO FORM:

Dated: 11/14/14


Jean Savaree, Town Attorney

CONTRACTOR:

Dated: 10-28-14


Phil Scott, District Manager
West Bay Sanitary District


Anthony P. Condotti, District Counsel

EXHIBITS A-B
SCOPE OF WORK
AND FEE



Serving Our Community Since 1902

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

PHIL SCOTT
District Manager

In reply, please refer to our
File No.

July 8, 2014

Paul T. Nagengast, P.E.
Deputy Town Manager
2955 Woodside Road
Woodside, CA 94062

Subject: Amended Proposal for Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD)

Dear Mr. Nagengast:

Thank you for meeting with us last week to discuss our proposal for sanitary sewer maintenance services. As requested, this letter amends the original proposal as summarized below. An updated scope of services and detailed cost breakdown are attached for your review and use.

Changes to Proposed Scope of Work:

- Maintenance of both pump stations will be completed by CSMS until the Town Center Pump Station upgrade project is completed. West Bay Sanitary District (West Bay) will provide consultation during project design. It is anticipated that the upgrade project will continue beyond the initial term of this agreement.
- The SSO Response item has been separated into three tasks: Collection System SSOs, Pump Station SSOs, and Maintenance Call-Outs. Each task includes an hourly, on-call rate. Pump Station Alarm response is presented as Option 1.
- Optional scope and budget have been added to update and implement the Town's Fats, Oils, and Grease (FOG) control program.
- Development of electronic maps is not included in the scope. However, West Bay will record relevant information in the Computerized Maintenance Management System database as it is gathered, in support of any future mapping effort by the Town.
- West Bay will assist the Town in updating the Sewer System Management Plan, and completing the 2012-13 Biennial SSMP Audit.

We are excited about this opportunity to provide sewer maintenance services to the Town. Please call me at (650) 321-0384 or sramirez@westbaysanitary.org if you have questions or would like additional information.

Sincerely,
West Bay Sanitary District

Sergio Ramirez
Project Manager

cc: PLS, BHK, FILE

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

Exhibit A 6-14
1 of 2

Revised Task List and Proposed Cost

Task	Description	Proposed Cost
Task 1. Review Existing Data, Documents and Policies	West Bay will review the existing information listed in the RFP, and will also meet with CSMS, as available, to obtain historical information about the system.	Included Below
Task 2. Integrate Town Facilities into Maintenance Strategy. Based on the information gathered in Task 1, West Bay will integrate cleaning and CCTV inspection activities into its current system-wide maintenance strategy.	Task 2.1 Sewer cleaning of pipe on an annual basis, including 16,277 lf of mainline pipe and 2,640 lf per quarter of additional hot spots, developing a progressive cleaning strategy (to move pipes on and off of the hot spot list) using CMMS, and conducting QA/QC of cleaning activities through CCTV inspection.	\$22,975
	Task 2.2 CCTV Inspection of 1,000 lineal feet of previously uninspected pipelines to be identified by the Town, plus 4,000 lineal feet of pipe annually. This budget includes five additional CCTV inspections post-SSO or post-repair, following West Bay standard operating procedures. All inspections will follow NASSCO PACP standards.	\$11,315
	Task 2.3. Pump station maintenance will be completed by others during the initial term of this agreement. Pump station SSO response and assistance during design and construction of pump station upgrades are described below as an optional service.	\$0
Task 3 Sanitary Sewer Overflow Response and Reporting Support for Collection System or Pump Stations	Task 3.1. West Bay will follow the Town's Sewer System Management Plan and Overflow Emergency Response Plan in responding to and conducting initial reporting of up to three sanitary sewer overflows . The Town will serve as the Legally Responsible Official (LRO). Response will be initiated within 60 minutes from notification. Following the SSO and subsequent CCTV inspection, West Bay will recommend follow-up actions.	\$2,942 Or \$326.85 per hour; 3 hour minimum during non-work hours.
	Task 3.2. This task also includes budget for three maintenance call-outs separate from SSO response.	\$1,008 \$105 per hour after first 3 hours
Task 4. Progress Reports	At the beginning of the project, we will develop a standard monthly summary format that includes the performance indicators that will be tracked and measured on a monthly and annual basis. These indicators will correlate closely to the measures that are described in Element 9 of the Town's SSMP. If these elements are not yet defined, we will assist the Town in developing a list that follows Regional Board expectations. The summaries will document issues and provided recommendations to address these issues.	Included Above
Total Baseline Cost (Task 1 - 4)		\$38,239
Optional Task 1. Additional Pump Station Response	Response shall be provided to three pump station alarms . The auto dialer at the Town's main pump station could be programmed to call the West Bay pump facility supervisor with the West Bay maintenance superintendent as back up, in case of a pump station problem or failure, if the Town requests that West Bay serve as the First Responder.	\$1,008 \$120 per hour after first 3 hours
Optional Task 2. Pump Station consultation during design activities	West Bay will provide up to ten hours of consultation on the Town Center Pump Station Improvements Project, including attending meetings and conducting design reviews from an O&M perspective.	\$950
Optional Task 3. Fats, Oils, and Grease Control Program Assistance	This task includes inspection of up to five Food Service Establishments and other FOG-producing businesses, documentation, and recommendations for enforcement. West Bay will also implement FOG outreach, which includes the distribution of up to 20 FOG-prevention mailers .	\$1,920
Optional Task 4. Sewer System Management Plan Update	West Bay will engage V. W. Housen & Associates (VWHA) to update the Town's Sewer System Management Plan. The cost for this work will be finalized through discussions with Town staff, and varies depending on the level of detail that is desired in the SSMP document. This task includes completion of the mandatory 2014 SSMP Audit.	\$7,000 to \$10,000
Optional Task 5. Point Repairs (including Trenchless Spot Repairs)	West Bay has the expertise and equipment, and is available to assist the Town with point and spot repairs. We will advise the Town as to whether each repair can be addressed through a "Pipe Patch" approach, or will require a dig-up. Our experience with both methods of repair is described further in Section IV of the original proposal.	Per Repair. See Appendix A from Original Proposal.



West Bay Sanitary District
 Proposal for Sanitary Sewer Maintenance Services for TCSAD
 Amended July 2014

2014-2015 Sanitary Sewer O&M Proposal - Town of Woodside, CA					
RFP Task	Description	Quantity	Unit	Unit Price	Total
2.1	Sewer cleaning and flushing of 16,277 feet per year of sewer line - entire system	1	Each	\$14,974.84	\$14,974.84
	Hot Spot Cleaning (aka High Frequency) - 2,640 ft quarterly; 1st quarter cleaning included in Item #1	3	Quarters	\$2,666.40	\$7,999.20
2.2	CCTV inspection and cleaning related to lines previously determined as "inaccessible"	1,000	Linear Foot	\$2.35	\$2,350.00
	CCTV inspection (and cleaning as-needed) related to SSOs or repairs. Assumes 5 incidents/year.	1,500	Linear Foot	\$1.63	\$2,445.00
	Annual CCTV inspection (cleaning as needed)	4,000	Linear Foot	\$1.63	\$6,520.00
2.3	Operation and Maintenance of 2 pump stations ~ 2 visits per week each station	Completed by Others (CSMS)			
3.1	SSO Response including clearing stoppage, clean up, reports, etc. (collection system and pump stations)	3	Per Incident	\$980.55	\$2,941.65
	Alternative Hourly Rate (3-person crew plus equipment, 3 hour minimum)	1	Hour	\$326.85	
3.2	Service Call Unplanned Responses - 3 hour minimum (additional hours @ \$105 per/hr)	3	Per Incident	\$336.00	\$1,008.00
Baseline Cost, RFP Tasks 1 through 4					\$38,238.69
Option 1	Pump Station Alarm Response - 3 hour minimum (additional hours @ \$120 per/Hr)	3	Per Incident	\$336.00	\$1,008.00
Option 2	Pump Station Consultation. WBSD staff involvement during design activities.	10	Hours	\$95.00	\$950.00
Option 3	FOG Control Support Services:				
3a	FOG Inspections and Documentation	5	Each	\$360.00	\$1,800.00
3b	Neighborhood Outreach, up to 20 mailers	1	Each	\$120.00	\$120.00
Option 4	Initial Update of SSMP plus SSMP Audit	1	Each	\$7,000 to \$10,000 Depending on Level of Detail	

Example Unit Costs for Point and Spot Repairs

Unit Rates	
Labor:	
Maintenance Worker:	\$102/hr
Rehab Tech:	\$91/hr
Maintenance Worker:	\$59/hr
Equipment:	
Backhoe	\$25/hr
Roller	\$10/hr
Utility Truck	\$22/hr
Material: Cost plus Markup	

Open Trench Repair Estimate (Typical 5 foot Repair 6 feet deep)	
Labor:	\$3,000
Material:	\$600
Equipment:	\$400
Total:	\$4,000


PipePatch CIPP Repair Estimate		
Labor:		\$700
Material:		
6x24 Patch Kit	\$	400.00
6x48 Patch Kit	\$	600.00
8x24 Patch Kit	\$	500.00
8x48 Patch Kit	\$	800.00
Equipment:		\$200
Total:		
6x24 Patch	\$	1,300.00
6x48 Patch	\$	1,500.00
8x24 Patch	\$	1,400.00
8x48 Patch	\$	1,700.00

** Example Unit Costs for Optional Open Trench and CIPP Spot Repairs
(Actual Costs May Vary, Depending on Site Conditions)



Exhibit B 6-2 of 2

EXHIBIT C
INSURANCE FORMS

CERTIFICATE OF COVERAGE		30-Oct-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSL WBSD 1314 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT: PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.		
Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
General Liability (Coverage)		
General Liability	31-Dec-2013	31-Dec-2014
Products/Completed Operations		-
Contractual Liability		\$25,000
		\$2,000,000
Automobile Liability (Coverage)		
Owned Automobiles	31-Dec-2013	31-Dec-2014
Non-Owned Automobiles		-
Hired and Non-Owned Auto		\$25,000
		\$2,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS		
THE HOLDER IS NAMED AS AN ADDITIONAL COVERED PARTY PER THE MEMORANDUM OF COVERAGE WITH RESPECTS TO THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD). COPIES OF THE MEMORANDUM OF COVERAGE ARE AVAILABLE UPON REQUEST.		
CERTIFICATE HOLDER		CANCELLATION
Town of Woodside 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)	17376 - 240	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

CALIFORNIA SANITATION RISK MANAGEMENT
AUTHORITY

ADDITIONAL COVERED PARTY ENDORSEMENT

This Endorsement forms a part of the Memorandum Of Coverage issued by the CALIFORNIA SANITATION RISK MANAGEMENT AUTHORITY.

ADDITIONAL COVERED PARTY: Town of Woodside

CSRMA MEMBER ENTITY: West Bay Sanitary District

DESCRIPTION OF ACTIVITY: Sanitary Sewer Maintenance Services for the Town Center Sewer Assessment District (TCSAD).

DATE(S) OF ACTIVITY: 10/30/2014 - 12/31/2014

LOCATION OF ACTIVITY: Town of Woodside

MAXIMUM COVERAGE LIMIT: \$2,000,000

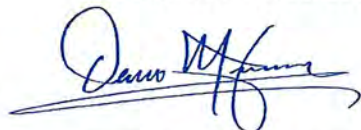
DEDUCTIBLE: \$25,000

The person or organization first named above is added as an ADDITIONAL COVERED PARTY pursuant to Section III(A), "Definitions" and Section VII, "Covered Parties." Coverage is provided through participation in a risk sharing joint powers authority, for general and automobile liability as defined in the Memorandum of Coverage.

The coverage being provided by this Endorsement is limited to "occurrences" arising out of the activity or location described, and the time period indicated herein, and is subject to all the terms, conditions and exclusions of the Memorandum of Coverage. Pursuant to Section III (A), the person or entity named above is only an Additional Covered Party with respect to operations performed by or on behalf of the CSRMA MEMBER ENTITY, or facilities owned or used by the CSRMA MEMBER ENTITY.

Coverage is in effect for the DATE(S) OF ACTIVITY indicated above and will not be cancelled or allowed to expire at a date other than the last date indicated except upon 30 days' written notice to the Additional Covered Party.

Date issued: 10/30/2014



Authorized Representative

CERTIFICATE OF INSURANCE

30-Oct-2014

PRODUCER

Alliant Insurance Services, Inc.
 100 Pine Street
 11th Floor
 San Francisco, CA 94111 (415) 403-1400

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INSURED

West Bay Sanitary District
 Member of CSRMA
 500 Laurel Street
 Menlo Park, CA 94025-

INSURERS AFFORDING COVERAGE

Please refer to Coverages section below.

97

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CoverageType	Insurer	Policy	EffectiveDate	ExpirationDate	LimitType	Amount
Workers Compensation and Employer Liability						
	Safety National Casualty Corporation	SP 4050951	01-Jul-2014	01-Jul-2015	Statutory	
					E.L. Each Accident	\$1,000,000
					Disease - Each Employee	\$1,000,000
					S.I.R.	\$750,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

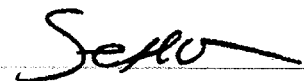
Town of Woodside
 2955 Woodside Road
 Woodside, CA 94062
 Attn: Paul T. Nagengast (Deputy Town Manager)

17376 - 2401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF COVERAGE		30-Oct-2014
PRODUCER Alliant Insurance Services, Inc. 100 Pine Street 11th Floor San Francisco, CA 94111 (415) 403-1400	THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE (MOC) BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
INSURED West Bay Sanitary District Member of CSRMA 500 Laurel Street Menlo Park, CA 94025-	97	
MEMORANDUM OF COVERAGE NUMBER CSWC WBSB 1415 1	PROGRAM AFFORDING COVERAGE California Sanitation Risk Management Authority (C.S.R.M.A.)	
COVERAGES		
THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE COVERAGE PERIOD SHOWN BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT: PUBLIC ENTITY LIABILITY IS DEFINED IN THE MEMORANDUM(S) OF COVERAGE ON FILE WITH THE ENTITY, AND COPIES ARE AVAILABLE ON REQUEST.		
Type Of Coverage:	EffectiveDate	ExpirationDate
Public Entity Liability Including:		S.I.R.
		Deductible
		Liability Limit Per Occurrence
Worker's Compensation (Coverage)		
Limit	01-Jul-2014	01-Jul-2015
		-
		\$750,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS THIS CERTIFICATE IS ISSUED FOR EVIDENCE OF COVERAGE ONLY WITH RESPECTS THE SANITARY SEWER MAINTENANCE SERVICES FOR THE TOWN CENTER SEWER ASSESSMENT DISTRICT (TCSAD).		
CERTIFICATE HOLDER	CANCELLATION	
Town of Woodside 2955 Woodside Road Woodside, CA 94062 Attn: Paul T. Nagengast (Deputy Town Manager)	SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.	
	AUTHORIZED REPRESENTATIVE 	



WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: Board of Directors

From: Sergio Ramirez, Operations Superintendent

Subject: Consider Adoption Resolution to Approve Amendment #6 to the Agreement for Root Foaming Services with Duke's Root Control Inc., and Authorize the District Manager to Execute Said Amendment

Background

The District has had an agreement for Root Foaming Services with Duke's Root Control Inc. where it contracted out the root foaming services in a planned three phase approach.

Over the past 9 years the District's experience in the use of chemical root control to reduce SSO's in root infested sewer lines, has been extremely successful. In the areas where the root foam treatment has been used, we have only experienced two SSOs in the past 9 years where we previously experienced up to 14 SSO's per year prior to the root foam treatment.

In total we have treated and re-treated over 1,000,000 feet of pipe. These pipes must be retreated on a 3 year cycle in order to control the root growth and to continue to prevent SSO's in these areas. Since no one maintenance method is a cure-all for eliminating SSOs, it is important that the District continue to use all available means to control root growth in its collection system.

Analysis

Due to the success of the root foam treatment, the approved budget allows for a continuation of the program and was funded at \$212,000. Additionally, due to a price reduction by the root control contractor in 2014 the District has been able to root foam many more linear feet of pipe. Duke's Root Control has agreed not to raise their per foot price this year. With the approved budget allotment the District will be able to retreat Phase 2 which covers the Menlo Park and Atherton areas.

Staff would like to amend the original contract based on; a) the significant price reduction (District is paying less per foot now than it did with the original contract), b) the proven success of the current contractor and; c) Dukes Root Control is willing to honor the same price for another year.

In 2010 the District's bid price was \$1.10/ft. for six inch pipe, seven cents higher than it is today at \$1.03/ft. According to several recent bids for the City of Oakland, the Town of Los Altos Hills and the City of Burlingame, the going rate ranges between \$1.09 and \$1.60 per foot making the District's price less than the above agencies. Staff is confident the District is getting the best available rate. Staff does not recommend we go out to bid as the District's bid price could increase to the going rate others are seeing. Duke's Root Control is willing to honor the current price of \$1.03.

Duke's Root Control is the oldest, largest and most experienced sewer root control company in the U.S. They have logged over 10,000,000 feet of experience across several hundred jobs. All of Duke's work is backed by a money-back guarantee against stoppages and live roots.

This cost effective method of root control will allow District staff to focus on other maintenance activities and further reduce SSOs.

Fiscal Impact

Due to District Staff negotiations in 2014 with Duke's Root Control and increasing the total linear footage covered over the life of the contract, Dukes has agreed to give the District their best price offered to any other agency.

The fiscal impact to the District is \$212,000. This cost has been allocated in the General Fund budget approved on June 12th, 2019.

Recommendation

The District Manager requests the Board approve amendment #6 to the agreement for Root Foaming Services with Duke's Root Control Inc., not to exceed \$212,000/year and extend the contract for one year, and authorize the District Manager to execute said amendment.

Attachment: Resolution (2019)
Amendment #6 to agreement for Root Foaming Services
2010 Root Foaming Services Agreement
Root Control Program Map All Phases

RESOLUTION NO. _____ (2019)

RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE AMMENDMENT #6 TO THE EXISITING AGREEMENT FOR ROOT FOAMING SERVICES BY AND BETWEEN WESTBAY SANITARY DISTRICT AND DUKE'S ROOT CONTROL INC.

WHEREAS, the District has a need for Root Foaming Services that will enable us to reduce Sanitary Sewer Overflows; and

WHEREAS, Duke's Root Control Inc agrees to perform those services described in the attached Agreement herein referred to as Agreement; and

WHEREAS, the Scope of Services describes the anticipated work to be completed by Duke's Root Control Inc for an amount of \$212,000 per year for an extended period of one year; and

WHEREAS, additional work is allowed under the agreement up to 2%, if needed, not to exceed the original \$212,000.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the West Bay Sanitary District, County of San Mateo, State of California, does hereby approve the Root Foaming Services Agreement with Duke's Root Control Inc for one additional year and directs the District Manager to execute said Amendment to the Agreement.

PASSED AND ADOPTED by the District Board of the West Bay Sanitary District at a special meeting thereof held on 26th day of June 26, 2019, by the following votes:

Ayes:

Noes:

Absent:

Abstain:

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

Attest:

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

AMENDMENT #6 TO AGREEMENT FOR

ROOT FOAMING SERVICES FOR WEST BAY SANITARY DISTRICT

WEST BAY SANITARY DISTRICT (District) has engaged Duke's Root Control, Inc. to provide sewer line preventive maintenance root foaming treatment services to designated sewer lines within the District's service boundaries. The purpose of this document is to amend the original Agreement with the District dated May 26, 2010, and to extend the contract for two more years in order to take advantage of a 2014 price reduction from the original contract. The contractor has agreed to maintain the price at the same level as it had in 2014.

This amendment dated this 26th day of June, 2019 is the sixth amendment to the Agreement. This amendment will comprise work identified as Root Foaming Services (2019-20) of the budget. The specific locations for root foam treatment services in the extension to the contract will be provided on maps provided under a separate cover. A summary of the services is listed below. The unit costs are extended from the previous contract amounts. The District may identify additional lines or Manholes to require root foam treatment that may be added to the listed totals during this work.

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

Root Foaming Treatment 2019-20

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	EXTENDED PRICE
6 inch	\$1.03/ln ft	153,432	\$158,034.96
8 inch	\$1.03/ln ft	33,303	\$34,302.99
10 inch	\$1.24/ln ft	5,994	\$7,432.56
12 inch	\$1.24/ln ft	2,221	\$2,754.04
15 inch	\$1.88/ln ft	2,754	\$5,177.52
Total footage		195,204	\$207,702.07
		2% Contingency	\$4,154.04
		Total Price (in figures)	\$211,856.11

(Total Price in words)

Two Hundred Eleven Thousand Eight Hundred Fifty Six dollars and Eleven cents.

The FY 2019-20 new contract total amount is Not To Exceed \$212,000.00 as budgeted. This work is to be completed by October 31, 2019. This amendment is subject to the same provisions as the original agreement and is made a part of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated _____, 2019

Dated _____, 2019

DUKE'S ROOT CONTROL, INC.

WEST BAY SANITARY DISTRICT

Signature

Signature

William J. Anderson

Phil Scott

Printed Name

Printed Name

Vice President

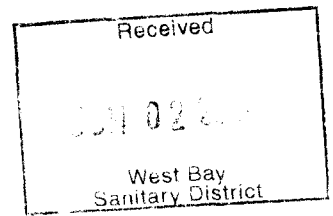
District Manager

Title

Title

APPROVED AS TO FORM:

Anthony P. Condotti, District Counsel



**AGREEMENT FOR
ROOT FOAMING SERVICES FOR WEST BAY SANITARY DISTRICT**

This Contract is made and entered into in the City of Menlo Park, San Mateo County, State of California, by and between the WEST BAY SANITARY DISTRICT, a special services district of the State of California, hereinafter referred to as "DISTRICT", and DUKE'S ROOT CONTROL INC., hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, in consideration of the mutual promises, covenants, and stipulations hereinafter contained, the parties agree as follows:

1. SCOPE OF SERVICES AND SPECIFICATIONS

CONTRACTOR shall provide all of the labor, materials, tools, equipment, supplies and products necessary for the furnishing of Root Foaming services performed in accordance with the Scope of Services and Specifications, attached hereto as Exhibit "A", and incorporated herein by reference. As a material inducement to the DISTRICT entering into this CONTRACT, CONTRACTOR represents that it is a provider of work and services consistent with the standards of care, diligence, and skill ordinarily exercised by contractors in similar circumstances in accordance with sound Root Foaming practices and that CONTRACTOR is experienced in performing the work and services contemplated herein. CONTRACTOR covenants that it will follow accepted industry practices and standards in performing the work and services required hereunder and that all work and services will be of good quality, fit for the purpose intended.

2. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the DISTRICT and any applicable Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered.

3. LICENSES, PERMITS, CERTIFICATIONS, FEES & ASSESSMENTS

CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and certifications as may be required by law for the performance of the services required by this CONTRACT and in accordance with the SPECIAL REQUIREMENTS, attached hereto as Exhibit "D". CONTRACTOR shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR'S performance of the

services required by this CONTRACT, and shall indemnify, defend and hold harmless the DISTRICT against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against the DISTRICT hereunder.

4. FAMILIARITY WITH WORK

By executing this CONTRACT, CONTRACTOR warrants that CONTRACTOR: (a) has thoroughly investigated and considered the scope of services to be performed; (b) has carefully considered how the services should be performed; and, (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this CONTRACT. If services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has investigated the site and is fully acquainted with the conditions there existing, prior to commencement of services hereunder.

5. FURTHER RESPONSIBILITIES OF PARTIES

Both parties agree to use reasonable care and diligence to perform their respective obligations under this CONTRACT. Both parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this CONTRACT.

6. ADDITIONAL SERVICES

DISTRICT shall have the right at any time during the performance of the services, without invalidating this CONTRACT, to order extra work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the CONTRACTOR, incorporating therein any adjustment in the work to be performed and the compensation, which shall be subject to the written approval of the CONTRACTOR. Any increase in compensation of ten percent (10%) or less of CONTRACTOR'S compensation, may be approved by the Contract Officer. Any greater change, taken either separately or cumulatively must be approved by the DISTRICT Board of Directors. It is expressly understood by CONTRACTOR that the provisions of this section shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated herein. CONTRACTOR hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work and all proposal documents may be more costly or time consuming

than CONTRACTOR anticipates and that CONTRACTOR shall not be entitled to additional compensation therefore.

7. TERM OF AGREEMENT

Unless sooner terminated as provided herein, the term of this CONTRACT shall be for an initial period of one (1) year from execution of the CONTRACT. The term of the CONTRACT may be extended by the parties for up to three additional terms not to exceed one (1) year each without re-bidding the CONTRACT, with the mutual consent of both parties. Price changes for succeeding years shall be adjusted in accordance with the consumer price index for the District's locale.

Should the DISTRICT determine that it wishes to negotiate an extension of the term of the CONTRACT, it shall give written notice of such intention to the CONTRACTOR at least ninety (90) days prior to the expiration of the initial term. Within thirty (30) days of receipt of said notice, the CONTRACTOR shall advise the DISTRICT in writing whether or not it wishes to negotiate an extension of the term. If the CONTRACTOR advises that it does not wish to extend the term or fails to respond in writing within the thirty (30) day period, the CONTRACT shall terminate upon its expiration date.

Should the parties agree to negotiate an extension of the term of the CONTRACT, and those negotiations are not completed prior to the expiration of the term, the CONTRACT shall terminate. However, CONTRACTOR shall, at the sole discretion of the DISTRICT, be obligated to continue to provide services under the terms and conditions of the expired CONTRACT until a CONTRACT extension is executed by the parties, or DISTRICT executes a new CONTRACT with a new CONTRACTOR, but in no event longer than 120 days from the expiration of the initial term of CONTRACT.

8. COMMENCEMENT OF WORK

The term of this CONTRACT shall commence upon approval by the DISTRICT Board, however, CONTRACTOR shall not undertake any work or incur any costs whatsoever under the terms of this CONTRACT except upon the prior receipt of a fully executed purchase order from the DISTRICT. Any costs incurred by CONTRACTOR prior to receipt of a purchase order shall be at CONTRACTOR'S expense.

9. COMPENSATION

CONTRACTOR shall be paid the compensation as provided in Exhibit "B" attached hereto.

10. PAYMENT

The CONTRACTOR shall invoice the DISTRICT for services performed on a monthly basis, in arrears. The invoice shall be in the form of a summary statement. The location of the work performed, its unit contractual price, and extended price shall be summarized in the statement. Any DISTRICT authorized extra work shall be referenced at the end of the summary statement. Authorized extra work shall reference the type of work performed, location site, units of work completed, parts required, unit rate and extended price.

The DISTRICT shall pay all invoices in full within thirty (30) days after the completion and acceptance of the service, and receipt of a properly prepared invoice in duplicate.

11. PAYMENTS WITHHELD

The DISTRICT may withhold payment to such extent as may be necessary to protect the DISTRICT from loss due to:

- A. Defective or uncompleted work
- B. Claims filed or reasonable evidence indicating probable filing of claims
- C. Failure of the CONTRACTOR to make payments properly to suppliers for materials and equipment

12. RECOVERY

Under the CONTRACT, whenever any sum of money shall be recoverable from or payable by the CONTRACTOR to the DISTRICT, the same amount may be deducted from any sum due to CONTRACTOR under the CONTRACT, or under any other contract between the DISTRICT and the CONTRACTOR. This right of the DISTRICT is in addition to and without prejudice of, any other right or remedy the DISTRICT may have in law or equity.

13. SCHEDULE OF PERFORMANCE

All work shall be completed as provided in the Scope of Work, attached as Exhibit "A" and CONTRACTOR shall be subject to the penalties and remedies stated therein.

14. FORCE MAJEURE

The time period(s) specified in paragraph 13 for performance of the work rendered pursuant to this CONTRACT shall be extended because of any delays due to unforeseeable causes beyond the control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, including, but not limited to, severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the DISTRICT, if the CONTRACTOR shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this CONTRACT. In no event shall CONTRACTOR be entitled to recover damages against the DISTRICT for any delay in the performance of this CONTRACT, however caused; CONTRACTOR'S sole remedy being extension of the agreement pursuant to this Section.

15. GENERAL OBLIGATIONS OF CONTRACTOR

Throughout the term of this CONTRACT, CONTRACTOR shall possess, or secure all licenses, permits, qualifications, certifications, and approvals required by the terms of this CONTRACT or otherwise legally required to conduct business. CONTRACTOR warrants that he has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide DISTRICT with the services required by this CONTRACT. CONTRACTOR further warrants that he will reasonably follow the current, generally accepted industry practices and standards regarding the performance of all work under this CONTRACT.

16. CONTRACT OFFICER

The Contract Officer for the DISTRICT for the services performed under this Agreement shall be Phil Scott, District Manager, or such person as may be designated by

the DISTRICT Manager of the DISTRICT. The Contract Officer will appoint a Technical Liaison who will be the DISTRICT'S official representative for the day to day administration of the work performed under this CONTRACT. It shall be the CONTRACTOR'S responsibility to assure that the Technical Liaison is kept informed regarding the performance of the services under this CONTRACT. CONTRACTOR shall refer any decisions, which must be made by DISTRICT to the Technical Liaison, who shall consult with the DISTRICT'S Contract Officer. Unless otherwise specified herein, any approval of DISTRICT required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the DISTRICT required hereunder to carry out the terms of this CONTRACT.

17. SUBCONTRACTING

CONTRACTOR shall not subcontract any of the work under this CONTRACT without the prior written approval of the DISTRICT.

18. INTEREST OF CONTRACTOR

CONTRACTOR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONTRACTOR warrants that, in performance of this CONTRACT, CONTRACTOR shall not employ any person having such interest. CONTRACTOR agrees to file a Statement of Economic Interests with the DISTRICT Clerk at the start and end of this CONTRACT if so required at the option of DISTRICT.

19. RECORDS

CONTRACTOR shall keep, and require any authorized subcontractors to keep, such books and records as shall be necessary to document the work required by this CONTRACT and enable the Technical Liaison to evaluate the performance of such work. The Technical Liaison shall have full and free access to such books and records at all times during normal business hours of DISTRICT, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the DISTRICT shall have access to such records in the event any audit is required.

20. AMENDMENTS

Both parties to this CONTRACT understand that it may become desirable or necessary during the performance of this CONTRACT, for DISTRICT or CONTRACTOR to modify the scope of work provided under this CONTRACT. Any amendments of this CONTRACT shall be in writing and signed by the parties.

21. INDEPENDENT CONTRACTOR

All acts of CONTRACTOR, his agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this CONTRACT, shall be performed as independent contractors and not as agents, officers, or employees of DISTRICT. CONTRACTOR, by virtue of this CONTRACT, has no authority to bind or incur any obligation on behalf of DISTRICT. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in DISTRICT. No agent, officer, or employee of DISTRICT is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and DISTRICT that this CONTRACT shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, his agents, officers and employees are, and at all times during the term of this CONTRACT, shall represent and conduct themselves as independent contractors and not as employees of DISTRICT.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this CONTRACT, provided they are not inconsistent with the SPECIFICATIONS. CONTRACTOR shall be responsible to DISTRICT only for the requirements and results specified in this CONTRACT and, except as expressly provided in this CONTRACT, shall not be subjected to DISTRICT'S control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this CONTRACT. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period services is provided to DISTRICT under this CONTRACT.

If in the performance of this CONTRACT, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction,

supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of DISTRICT neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any entitlement as a DISTRICT employee, right to act on behalf of DISTRICT in any capacity whatsoever as an agent, or to bind DISTRICT to any obligation whatsoever.

As an independent contractor, CONTRACTOR hereby indemnifies and holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this CONTRACT.

22. NOTICES

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five days after delivery into the United States mail if delivery is by postage paid registered or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time in writing.

FOR CONTRACTOR: DUKE'S ROOT CONTROL INC.
1020 Hiawatha Blvd West,
Syracuse, NY 13204
Attn: William J. Anderson, Vice President
Phone: 315.472.4781

FOR DISTRICT: WEST BAY SANITARY DISTRICT
500 Laurel Street
Menlo Park, California 94025
Attn: Phil Scott, District Manager
Phone: 650.321.0384

23. INSURANCE REQUIREMENTS

Insurance shall be provided as specified in Exhibit "C".

24. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

This CONTRACT shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONTRACTOR, (2) legal dissolution of CONTRACTOR, or (3) death of key principal(s) of CONTRACTOR.

Termination by DISTRICT for Default of CONTRACTOR

Should CONTRACTOR default in the performance of this CONTRACT or materially breach any of its provisions, at its option DISTRICT may terminate this CONTRACT by giving written notification to CONTRACTOR. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this CONTRACT shall include but not be limited to any of the following: continued failure to perform required services or duties, willful destruction of DISTRICT'S property by CONTRACTOR, dishonesty or theft.

Termination by CONTRACTOR for Default by DISTRICT

Should DISTRICT default in the performance of this CONTRACT or materially breach any of its provisions, at its option CONTRACTOR may terminate this Agreement by giving written notice to DISTRICT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this CONTRACT shall include but not be limited to any of the following: failure to pay CONTRACTOR as hereafter provided, willful destruction of CONTRACTOR'S property by DISTRICT, dishonesty or theft.

Termination by DISTRICT for Lack of Budgeted Funds

DISTRICT may terminate this CONTRACT upon DISTRICT'S determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event, DISTRICT shall give CONTRACTOR not less than 30 days written notice.

Termination for Failure to Make Agreed-Upon Payments

Should DISTRICT fail to pay CONTRACTOR all or any part of the payments set forth in this CONTRACT on the date due, at its option CONTRACTOR may terminate this CONTRACT if the failure is not remedied within thirty (30) days after CONTRACTOR notifies DISTRICT in writing of such failure to pay. The termination date shall be the effective date of the notice.

Termination by DISTRICT for Change of CONTRACTOR'S Tax Status

If DISTRICT determines that CONTRACTOR does not meet the requirements of federal and state tax laws for independent contractor status, DISTRICT may terminate this CONTRACT by giving written notice to CONTRACTOR. The termination date shall be the effective date of the notice.

Voluntary Termination

The parties may terminate this CONTRACT upon mutual written Agreement.

In the Event of Termination

If this CONTRACT is terminated pursuant to this Paragraph, CONTRACTOR shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If DISTRICT so requests, and at DISTRICT'S cost, CONTRACTOR shall provide sufficient oral or written status reports to make DISTRICT reasonably aware of the status of CONTRACTOR'S work on the project.

If the CONTRACT is terminated pursuant to any of the subsections contained in this paragraph, DISTRICT will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by DISTRICT in its sole discretion. If the CONTRACT is terminated pursuant to the subparagraph entitled Termination by DISTRICT for Default of CONTRACTOR, CONTRACTOR understands and agrees that DISTRICT may, in DISTRICT'S sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR under the CONTRACT prior to the termination date and which remain unacceptable and/or not useful to DISTRICT as of the termination date.

25. INDEMNITY

CONTRACTOR shall indemnify, defend and hold harmless DISTRICT and its officers, officials and employees from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of

them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the DISTRICT.

CONTRACTOR'S obligation to defend, indemnify, and hold DISTRICT, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

26. PAYMENT OF PREVAILING WAGES

The CONTRACTOR and all subcontractors under it shall pay all laborers, workmen and mechanics on all work included in this CONTRACT no less than the general prevailing rate of per diem wages for work performed, and no less than the general prevailing rate of per diem wages for legal holiday and overtime work as determined by the Director of Industrial Relations for the State of California for the locality where the work is performed.

The Contractor shall forfeit, as a penalty to the owner, twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract by it or by any subcontractor under it in violation of Articles 1 and 2 of Chapter 1 Part 7 of Division 11 of the Labor Code of the State of California, and said sums and amounts which shall have been so forfeited pursuant to the herein paragraph and the said terms of said Labor Code shall be withheld and retained from payments due to the CONTRACTOR under said CONTRACT, pursuant to this CONTRACT and the said terms of said Labor Code; but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the Division of Labor Law Enforcement of the State Department of Industrial Relations or by the DISTRICT.

The difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day, or a portion thereof, for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the CONTRACTOR. The CONTRACTOR shall comply with the provisions of Section 1775 of the Labor Code of the State of California.

27. PROHIBITION AGAINST EMPLOYMENT DISCRIMINATION

During the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, or age. CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the CONTRACT.

28. WORKERS COMPENSATION

The CONTRACTOR and all applicable subcontractors shall provide appropriate workers' compensation coverage as provided under Labor Code Section 1861. The WEST BAY SANITARY DISTRICT may request proof of insurance from any contractor or subcontractor at any time during the project.

The WEST BAY SANITARY DISTRICT retains the right to withhold any and all funds due to a contractor in the event that workers' compensation insurance is not properly provided.

29. ENTIRE AGREEMENT

This Agreement and all proposal documents contain the entire understanding between CONTRACTOR and DISTRICT. All previous proposals, offers and communications relative to this CONTRACT, whether oral or written, are hereby

superseded, except to the extent that they have been incorporated into this CONTRACT. No future waiver of or exception to any of the terms, conditions, and provisions of this CONTRACT shall be considered valid unless specifically agreed to in writing by all the parties.

30. PARTIAL INVALIDITY

If any provision in this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

31. WAIVER

The waiver by any party to this CONTRACT of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof, unless specifically stated in writing.

32. AUDIT

DISTRICT'S authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'S charges to DISTRICT under this CONTRACT.

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this CONTRACT for a period of four (4) years following the date of final payment for CONTRACTOR services. DISTRICT'S representative shall have the right to reproduce any of the aforesaid documents.

33. GOVERNING LAW

This CONTRACT shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out, of or in relation, to this CONTRACT shall be instituted in the Superior Court of the County of San Mateo, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

34. HEADINGS NOT CONTROLLING

Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this Agreement.

35. BUSINESS LICENSE

CONTRACTOR will have the appropriate city business license, as required.

36. ATTORNEYS' FEES

If either party to this CONTRACT is required to initiate or defend or is made a party to any action or proceeding in any way connected with this CONTRACT, the prevailing party in such action or proceeding, in addition, to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable if such action is prosecuted to judgment.


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Dated May 26, 2010


Dated June 3, ²⁰¹⁰2009

DUKE'S ROOT CONTROL, INC.

WEST BAY SANITARY DISTRICT



Signature



Signature

William J. Anderson
Printed Name

Phil Scott
Printed Name

Vice President
Title

District Manager
Title

~~APPROVED AS TO FORM:~~



Anthony P. Condotti, District Counsel

**EXHIBIT A
SCOPE OF SERVICES**

SEWER LINE CHEMICAL ROOT CONTROL

TECHNICAL SPECIFICATIONS

1. GENERAL

The purpose of the project specified herein is to apply chemical root control agent to sanitary sewers, in order to kill the root growth present in the lines and to inhibit re-growth, without permanently damaging the vegetation producing the roots. The chemical agent shall be Razorooter II™ or equivalent products approved by the District in writing.

The execution of this contract shall be considered as prima-facie evidence that the Contractor has familiarized himself with and understands all the conditions under which the Contract is to be awarded, performed, and administered.

2. CONTRACTOR RESPONSIBILITIES

The Contractor's attention is drawn to the following terms, conditions and responsibilities:

- a. Contractor must be licensed with the California Department of Pesticide Regulation. Contractor must have a minimum level of pesticide application experience, (see section 10), and employ a State Certified pesticide applicator on the job site at all times.
- b. Contractor shall provide Pollution Liability Insurance; in addition to all other insurance and bonds specified herein (see section 8).
- c. The Contractor shall provide a money-back guarantee on all work specified herein as set forth below (see section 3).
- d. The Contractor is responsible for all property damage and for all cleanup and restoration associated with any chemical spill. (See section 6). The Contractor is not responsible for any damages caused by sewer stoppages.
- e. Where work is located in high-traffic areas, the Contractor shall place proper traffic warning devices to protect the specific job site and to prevent accidents or personal injury to the public.
- f. The Contractor shall use a reduced-pressure-zone backflow prevention device or air gap whenever accessing fresh water for mixing chemical.
- g. The Contractor shall return every 4 to 8 months throughout the life of the guarantee, in order to evaluate the success of the project, and to arrange any free guarantee work that may arise.

- h. The Contractor shall comply with all Federal, State and Local Laws, with special attention to those laws that pertain to the handling, transportation, and use of any hazardous materials, and disposal of all pesticide containers

3. GUARANTEE

For each sewer section (manhole-to-manhole) that is treated under the Contract, the Contractor shall guarantee the work as follows. At the option of the District, the Contractor shall, at his own expense, **re-treat a sewer section, or refund 100% of the payment received to treat that section**, in the event that: (1) live roots are found in the section within six months after the application; or, (2) the section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment. Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

The guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only. The Contractor is not responsible for any damages caused by main line sewer stoppages, regardless of cause. The decision of the District as to the cause of a stoppage is binding.

4. COMPOSITION OF THE CHEMICAL ROOT CONTROL MATERIAL

The chemical root control agent shall be Razorooter™ II or equivalent product that is approved by the District in writing. The chemical root control agent shall be registered with the EPA and the California Department of Pesticide Regulation and shall be labeled for use in sewers to control tree roots. The chemical Root control agent shall contain an active ingredient for controlling sewer roots and deterring their re-growth. There shall also be a surfactant system to deliver the active ingredient (herbicide) to the target root tissue.

A. Active ingredient:

- 1. Shall be a Category "E" compound, the most favorable rating attainable on the U.S. EPA's chronic exposure toxicological rating scale.**
- 2. Shall not be considered a carcinogen, teratogen, mutagen, or oncogene, based on laboratory testing.**
- 3. Shall not be on the California Proposition 65 List of Chemicals Known to Cause Cancer.**
- 4. Shall be non-volatile in order to minimize exposure to collections system workers, treatment plant operators and homeowners through inhalation.**
- 5. Products containing the active ingredient(s) metam-sodium or copper sulfate are not allowed.**
- 6. Shall not be a precursor to NDMA (n-nitrosodimethylamine), a priority pollutant.**

Surfactant system:

- 1. Shall produce a dense, small bubble, clinging foam, which sustains its shape for a minimum of one hour.**
- 2. Shall enhance the penetration of herbicide into root masses.**
- 3. Shall contain an Alkylpolyglucoside (formulations of vegetable oil and carbohydrate from agricultural products).**
- 4. Surfactants designed to foam chemically, upon contact with water, shall not be accepted (see section 5 below).**

5. MANNER OF APPLICATION

All work shall be performed according to label instructions and in accordance with the best recommended practice for conditions present in the line under treatment. All applications shall be done by foaming or other methods as provided on the product label.

The application of material shall be performed in such a way as to contact roots within the primary main line sewer to be treated. Effort will also be made to penetrate secondary lateral sewers in order to contact roots residing in the "wye" connections. The foam shall be generated through the use of air injection equipment, and the foam shall be pumped into the sewer under pressure as foam. Foam quality shall be sufficient to penetrate "wye" connections and effectively treat large diameter pipe. Therefore, applications of chemicals designed to generate foam "chemically" on contact with water shall not be accepted.

Hydraulic sewer cleaning machines will reduce treatment effectiveness by damaging root growths and inhibiting their uptake of chemical. Hydraulic sewer cleaning machines shall not be used prior to, or during the treatment process.

6. PROPERTY DAMAGES CAUSED BY THE CONTRACTOR

Should the Contractor or his employees cause any damage to public or private property, the Contractor will be required to make repairs immediately. The District may, however, elect to make repairs or replacements of damaged property and deduct the cost of such from moneys due or to become due the Contractor under this contract with the District. The Contractor shall not be responsible for any damages caused by sewer stoppages.

7. PROTECTION OF WASTEWATER TREATMENT PLANT

The Contractor shall take all steps necessary and appropriate to prevent adverse effects on wastewater treatment plant processes during the application process.

Notwithstanding the requirement that the active ingredient shall not adversely effect wastewater treatment plant processes, (See Section 4.B,) in the event that a wastewater treatment plant experiences any reduction in operating efficiency during the execution of the contract, the Contractor shall immediately suspend all applications, at the direction of

the District. The contractor shall continue operations only after problems at the wastewater treatment plant have been corrected, satisfactory to the Wastewater Treatment Plant Operator.

The Contractor shall submit with bid a recent study from an accredited research facility documenting the effects of the proposed product on wastewater treatment plant facilities. At a minimum, this study shall address the toxicity of the product on wastewater treatment plant biota, including nitrifiers and denitrifiers, the toxicity of the product on treatment plant effluent, and the environmental fate of the product. This requirement is mandatory.

8. POLLUTION AND LIABILITY INSURANCE

The Pollution Liability Insurance described herein is **in addition to** all other insurance required of the Contractor by the District, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the District.

The Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the District, and the District's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

In addition, the Contractor's commercial general liability limits must be not less than **\$10,000,000**, total occurrence limit, and include pesticide or herbicide applicator coverage.

9. COMPLIANCE WITH LAWS

The Contractor is directed to ensure compliance with all Federal, State and Local ordinances pertaining to the type of work specified herein. Particular attention shall be paid to those laws and ordinances relating to transportation of material (DOT), the application of sewer root control herbicides (US EPA), and traffic safety regulations. The Contractor's Federal DOT number and material EPA registration number must be submitted with bid.

10. QUALIFICATIONS

The Contractor affirms a minimum level of five (5) years direct experience in applying chemical sewer root control agents. The Contractor affirms they have performed at least 10 other jobs similar in size and scope to the work specified herein, and have treated in excess of 750,000 linear feet of sanitary sewer with it's own personnel within the last 24 months. Any work performed by subcontractors for the Contractor will not be considered.

The Contractor shall be licensed as a pesticide application business with the California Department of Pesticide Regulation.

All work shall be performed by Certified Pesticide Applicators licensed with the California Department of Pesticide Regulation. Certified Pesticide Applicators, shall have a minimum three years experience in performing the type of work specified, and shall each have personally performed a minimum of 500,000 linear feet of treatments in the last three years as a Certified Pesticide Applicator. A minimum of three Certified Pesticide Applicators that are registered with the California Department of Pesticide Regulation is required. License numbers for these three applicators and years of experience shall be submitted to the District's Technical Liaison. Additional proof of applicator experience may be requested by the District.

11. ASSISTANCE PROVIDED BY THE DISTRICT:

- a. A representative of the District will accompany the Contractor's crew, and/or sewer system drawings will be provided showing the exact locations of the pipes to be treated.
- b. The District shall provide for the entering of private lands, public lands and right-of-ways.
- c. The District shall provide a source of fresh water at a location or locations to be designated by the District.
- d. The District shall locate and uncover hidden or buried manholes, and restore street surfaces, easements, etc.

12. SUBSTITUTES AND PROVEN EQUIVALENTS

Use of any substitute or equivalent procedures, methods, or materials must be approved by the District in writing.

Should the Contractor wish to use any brand of material other than as specified herein, he shall submit to the Owner for review, complete descriptive literature naming the proposed substitution and manufacturer. Any equivalent material or methods shall comply with the requirements set forth above (see sections 4 COMPOSITION OF ROOT-CONTROL MATERIAL, and section 5 MANNER OF APPLICATION).

**EXHIBIT B
SCHEDULE OF COMPENSATION**

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	EXTENDED PRICE
6 inch	\$1.10/ln ft	64,317	\$70,748.70
8 inch	\$1.10/ln ft	8,029	\$ 8,831.90
10 inch	\$1.10/ln ft	141	\$ 155.10
12 inch	\$1.10/ln ft	None	
Total Price (in figures)			\$79,735.70

(Total Price in words) Seventy-Nine Thousand Seven Hundred Thirty-Five dollars and Seventy cents

**EXHIBIT C
INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Scope of insurance

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence For CG 00 01).
2. Insurance Services Office (ISO) Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. General Liability (Including operations, products and completed

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

For this project, the Contractor's commercial general liability limits must be not less than **\$10,000,000**, total general aggregate limit, and include pesticide or herbicide applicator coverage.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:

\$1,000,000 per accident for bodily injury or disease.

(Exhibit C – page 2)

4. Workers' Compensation: as required by the State of California
5. The Pollution Liability Insurance described herein is **in addition to** all other insurance required of the Contractor by the District, including any insurance described in the general conditions, any insurance required by law, or any other insurance requested by the District.

The Contractor shall submit written evidence that he has obtained pollution liability coverage. This coverage shall protect the Contractor, the District, and the District's officers, agents and employees from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property and/or the environment, which may arise directly out of the use of chemicals and/or pollution. The minimum amount of such insurance shall be \$5,000,000 total loss. An "A" rated insurance company shall provide the Contractor's Pollution liability insurance.

If the CONTRACTOR maintains higher limits than the minimums shown above, the entity shall be entitled to coverage at the higher limits maintained by the contractors.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity. At the option of the entity, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the entity, its officers, officials, employees and volunteers or (b) the contractor shall provide a financial guarantee satisfactory to the entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 27 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

(Exhibit C – page 3)

2. For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by mail has been given to the entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of CONTRACTOR may Acquire from CONTRACTOR by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the CONTRACTOR, its agents, employees, independent contractors and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII., unless otherwise acceptable to the entity.

Verification of Coverage

CONTRACTOR shall furnish the Entity with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. The endorsements should be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

CONTRACTOR shall include all subcontractors as insures under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements stated herein.

**EXHIBIT D
SPECIAL REQUIREMENTS**

Complete this page in full, and provide valid, existing licenses and insurance, as required.

Contractor Name: Duke's Root Control, Inc.

Contractor's California Pesticide Business License #: 32297

Contractor Federal Department of Transportation #: 1559146

Name of Proposed Chemical Root Control Agent: Razorotooer II

USEPA Root Control Agent Registration #: 6489-8

California Root Control Product Registration #: 64898-8-ZA

Does the Contractor have Pollution Liability Insurance as specified? Yes

Contractor's Pollution Liability Insurance carrier: Columbia Casalty Co.

What is the AM Best rating for your Pollution Insurance carrier? A

Does the Contractor have a minimum 5 years of experience in the type of work specified, treated in excess of 750,000 lineal feet of root treatments in the last 24 months, and completed at least 10 other jobs similar in size and scope, which the Owner can verify?
Yes

Are two (2) Copies of Contractor employee Certificates of Completion in confined space entry training, per federal code 29 CFR 1910.146, attached? Yes

Has the Contractor enclosed a recent study documenting the effects of the submitted product on wastewater treatment plants? Yes

Contractor's California Certified Pesticide Applicators
(List 3 minimum)

1. Name: Mark Lawler Certification #: 103436 Years of Experience: 21

2. Name: Gary Roberts Certification #: 104241 Years of Experience: 19

3. Name: Ron Edwards Certification #: 108662 Years of Experience: 6

REFERENCE PAGE

The CONTRACTOR shall submit municipal references for chemical sewer root control work, which the District can verify. Each reference shall be for work actually performed by the CONTRACTOR. All references shall pertain to actual root control work performed by the CONTRACTOR (sub-contractor references are not applicable). Reference work shall have been performed with the manner of application specified herein. Submit sufficient references on a project by project basis; so that the completed work in total for said municipalities exceeds the specified limit of 750,000 lineal feet of root treatments (minimum of three).

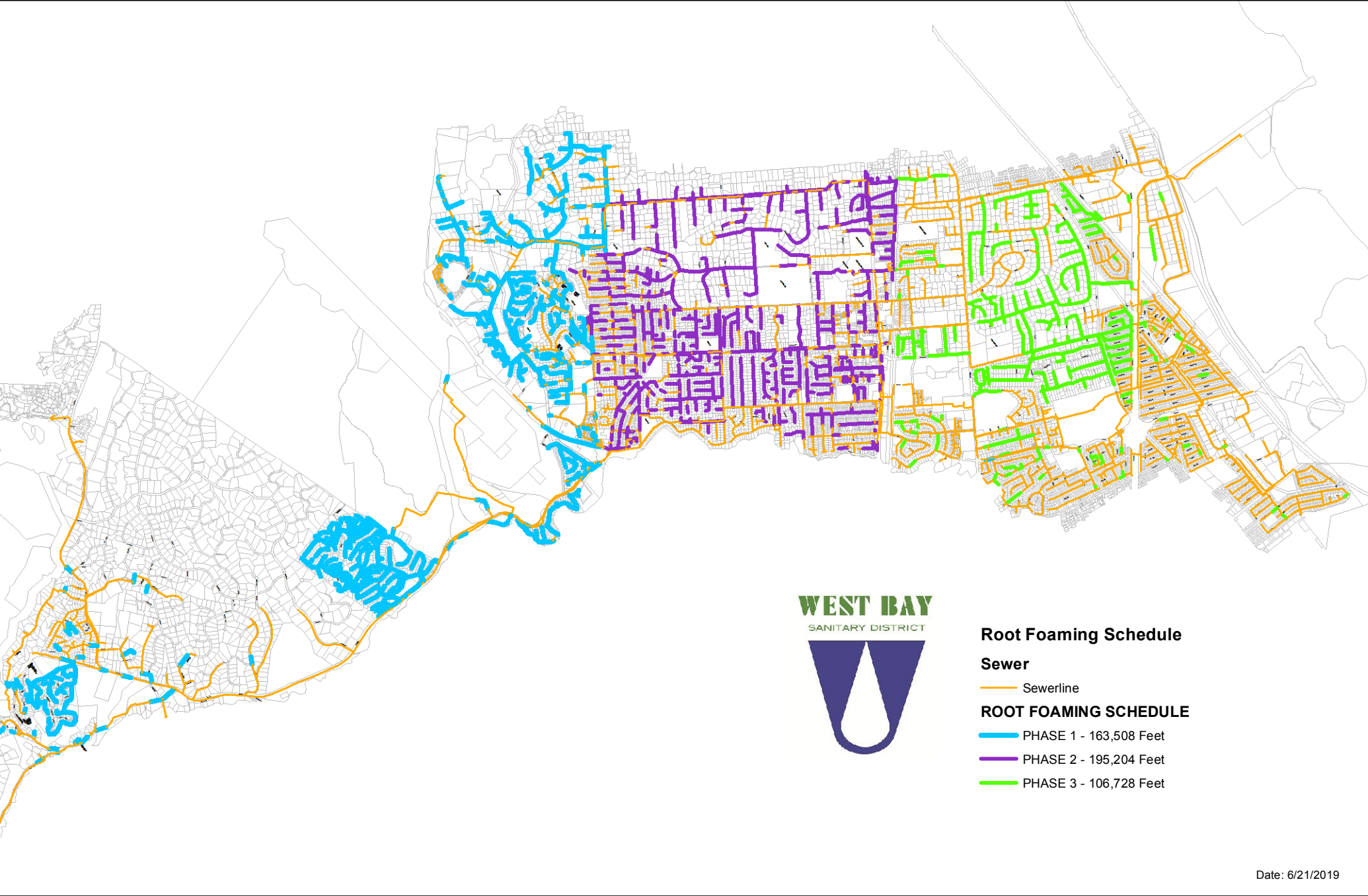
ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR'S CONFIDENTIAL BUSINESS INFORMATION. **Previous work for the DISTRICT may be used as references. Complete each item for all 3 references**

Owner/Agency:	City of Los Angeles	
Address:	2714 Media Center Drive	
City, State, Zip	Los Angeles, CA 90065	
Contact/Phone:	Carmelo Martinez	(323) 342-6040
Footage Treated:	9,480,959	
Date of Treatment:	2002-2010	

Owner/Agency:	City of San Mateo	
Address:	330 West 20 th Ave.	
City, State, Zip	San Mateo, CA 94403-1388	
Contact/Phone:	Aaron Lam	(650)522-7320
Footage Treated:	640,594	
Date of Treatment:	1994-2010	

Owner/Agency:	City of San Carlos	
Address:	1000 Bransten Road	
City, State, Zip	San Carlos, CA 94070-4019	
Contact/Phone:	Paul Baker	(650)802-4143
Footage Treated:	87,228	
Date of Treatment:	2010	

TOTAL FOOTAGE TREATED: 10,000,000



Root Foaming Schedule

Sewer

— Sewerline

ROOT FOAMING SCHEDULE

— PHASE 1 - 163,508 Feet

— PHASE 2 - 195,204 Feet

— PHASE 3 - 106,728 Feet

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: Board of Directors

From: Phil Scott, 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.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 9**

To: Board of Directors

From: Phil Scott, 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.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

To: Board of Directors

From: Phil Scott, District Manager

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

The District's representative to Silicon Valley Clean Water (SVCW), George Otte, will report on the June 17, 2019 meeting as well as any pertinent items regarding SVCW operations and CIP.

**COMMISSION OF SILICON VALLEY CLEAN WATER
JOINT POWERS AUTHORITY
REGULAR MEETING – Monday, June 17, 2019
8:00 a.m.**

Place: Pelican Conference Room
Silicon Valley Clean Water
1400 Radio Road, 2nd Floor
Redwood City, California

COMMISSIONERS

COUNCIL MEMBER WARREN LIEBERMAN, PhD., BELMONT – CHAIR

COUNCIL MEMBER ALICIA AGUIRRE, REDWOOD CITY – VICE CHAIR

BOARD MEMBER GEORGE OTTE, P.E., WEST BAY SANITARY DISTRICT – SECRETARY

MAYOR MARK OLBERT, SAN CARLOS – MEMBER

MANAGER: TERESA A. HERRERA

ATTORNEY FOR THE AUTHORITY: CHRISTINE C. FITZGERALD

CONTROLLER: KIMBRA MCCARTHY

TREASURER: MATTHEW ANDERSON

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact SVCW (650) 591-7121. Notification in advance of the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

Any member of the public may address and ask questions of the Chair under this item relating to any matter within the Commission's jurisdiction that does not appear as a separate item on the Agenda. An opportunity will be provided for members of the public to address the Chair and ask questions about any item that is listed on the agenda at the time the Commission considers the item and before action is taken. If you address the Commission on

a non-agenda item, please be aware that the Ralph M. Brown Act (Gov. C. § 54950 et seq.) prohibits the Commission from acting on or discussing such matters at this meeting. Any such item may be referred to staff for a decision with regard to placing it on a future agenda for discussion, action or a report.

5. SAFETY MOMENT and REPORTS

- A. Safety Moment
- B. Manager's Report
- C. Financial Reports
 - 1. Investment Report
 - 2. Quarterly Financial Report (3rd Quarter FY18-19)
- D. Engineering Projects Status Update
- E. Commission Requested Staff-Level Action Items
- F. RESCU Program Design-Build Project Status Update

6. MATTERS OF COMMISSION MEMBER'S INTEREST

7. CONSIDERATION OF MOTION APPROVING CONSENT CALENDAR

8. BUSINESS ITEMS

A. CONSIDERATION OF RESOLUTION AUTHORIZING REVISION TO THE ALLOCABLE SHARE OF DEBT SERVICE IN CONNECTION WITH SILICON VALLEY CLEAN WATER WIFIA FINANCING PROGRAM

Proposed Action:

Move adoption of RESOLUTION OF THE COMMISSION OF SILICON VALLEY CLEAN WATER AUTHORIZING THE MANAGER AND CHIEF FINANCIAL OFFICER TO INSERT A PERCENTAGE NOT IN EXCESS OF 53.5% FOR REDWOOD CITY, 18.5% FOR SAN CARLOS, AND 30.5% FOR WEST BAY SANITARY DISTRICT AS THE FINAL ALLOCABLE SHARES (AS DEFINED IN THE AMENDMENT TO THE FINANCING AGREEMENT) OF DEBT SERVICE IN THE FINANCING AGREEMENTS PREVIOUSLY APPROVED BY RESOLUTION NO. SVCW 19-19 ON MAY 20, 2019 BY THE COMMISSION

B. CONSIDERATION OF MOTION APPROVING ADDITIONAL EXPENDITURES FOR PERMANENT REPAIRS TO THE EFFLUENT PIPELINE

Proposed Action:

Move approval of EXPENDITURES UP TO \$3,500,000 RELATED TO THE REPAIR OF THE SVCW EFFLUENT FORCEMAIN AND AUTHORIZE MANAGER TO APPROVE UP TO TEN

PERCENT CONTINGENCY FOR ADDITIONAL WORK ON AN AS-NEEDED BASIS – EFFLUENT OUTFALL LEAK AND DECLARING THAT EMERGENCY CONDITION WARRANTS CONTINUATION OF SUSPENSION OF COMPETITIVE BIDDING (4/5^{ths} weighted vote required)

- C. CONSIDERATION OF RESOLUTION APPROVING SALARY ADJUSTMENTS FOR CONFIDENTIAL GENERAL, UNREPRESENTED GENERAL, PROFESSIONAL, AND MANAGEMENT EMPLOYEES AND REVISE ENVIRONMENTAL SERVICES DIVISION MANAGEMENT IN RESPONSE TO RETIREMENT AND SUCCESSION PLANNING NEEDS

Proposed Actions:

- i. RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION PROVISIONS FOR MANAGEMENT EMPLOYEES OF SILICON VALLEY CLEAN WATER AND RESCINDING AND RESTATING CERTAIN PROVISIONS OF RESOLUTION NO. SVCW 18-67 AND RESCINDING ANY AND ALL OTHER RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH
- ii. RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION PROVISIONS FOR CONFIDENTIAL GENERAL EMPLOYEES OF SILICON VALLEY CLEAN WATER AND RESCINDING RESOLUTION NO. SVCW 18-68 AND ANY AND ALL OTHER RESOLUTIONS OR PROVISIONS THEREOF IN CONFLICT HEREWITH
- iii. RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION FOR UNREPRESENTED GENERAL EMPLOYEE POSITIONS OF ENGINEERING INTERN, LABORATORY ASSISTANT AND GENERAL INTERN AND RESCINDING RESOLUTION NO. SVCW 18-69 AND ANY AND ALL OTHER RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH
- iv. RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION PROVISIONS FOR PROFESSIONAL EMPLOYEES OF SILICON VALLEY CLEAN WATER AND RESCINDING RESOLUTION NO. SVCW 18-70 AND RESCINDING ANY AND ALL OTHER RESOLUTIONS OR PORTIONS THEREOF IN CONFLICT HEREWITH
- v. RESOLUTION AMENDING SECTION 6 OF RESOLUTION NO. SVCW 77-6, THE SVCW PERSONNEL RESOLUTION, RELATING TO CLASSIFICATION OF POSITIONS AND RESCINDING PARAGRAPH 1 OF RESOLUTION NO. SVCW 18-71 AND ANY AND ALL OTHER RESOLUTIONS OR PROVISIONS THEREOF IN CONFLICT HEREWITH
- vi. RESOLUTION APPROVING AND ADOPTING CONSOLIDATED PAY SCHEDULE FOR ALL REPRESENTED AND UNREPRESENTED EMPLOYEES OF SILICON VALLEY CLEAN WATER FOR FISCAL YEAR 2019-2020.

D. CONSIDERATION OF RESOLUTION APPROVING RECOMMENDATION TO SELL SILICON VALLEY CLEAN WATER REAL PROPERTY AT 379 GREENDALE WAY, REDWOOD CITY.

Proposed Action:

Move adoption of RESOLUTION APPROVING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR THE SALE OF CERTAIN HEREIN DESCRIBED REAL PROPERTY (379 Greendale Way, Redwood City, California)

9. CLOSED SESSION

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)

Title: Manager

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property Description: San Carlos Airport Property, various locations

SVCW Negotiators: Lillian Jewell (Hamner, Jewell & Associates);

SVCW Authority Engineer, Kimberley Hackett; Bruce Burnworth (*MPF Consulting, Inc.*)

Negotiating Parties: County of San Mateo

Under Negotiation: Price and terms

10. RECONVENE IN OPEN SESSION – Announce action taken in Closed Session, if any.

11. ADJOURN

CONSENT CALENDAR

NOTICE TO PUBLIC

All matters listed under CONSENT CALENDAR are considered to be routine. There may be discussion on items on the CONSENT CALENDAR. All items will be enacted by one motion with a roll call vote unless members of the Commission, staff, or public request specific items be removed from the CONSENT CALENDAR for separate action.

7. A. APPROVAL OF MINUTES – May 20, 2019 Meeting

B. CONSIDERATION OF MOTION APPROVING CLAIMS AND CHECKS DATED MAY 3, 2019, MAY 17, 2019, AND MAY 31, 2019 AND NECESSARY PAYMENTS THROUGH MAY 31, 2019

C. CONSIDERATION OF RESOLUTION APPROVING AND ADOPTING SILICON VALLEY CLEAN WATER INVESTMENT POLICY AND GUIDELINES

Proposed Action:

Move adoption of RESOLUTION APPROVING AND ADOPTING REVISION R TO ADMINISTRATIVE POLICY 1992-01 ESTABLISHING SILICON VALLEY CLEAN WATER INVESTMENT POLICY AND GUIDELINES

D. CONSIDERATION OF RESOLUTION APPROVING AND ADOPTING SILICON VALLEY CLEAN WATER CONFLICT OF INTEREST CODE AND AMENDING JOB TITLES TO DESIGNATED POSITIONS OF THE AUTHORITY'S CONFLICT OF INTEREST CODE

Proposed Action:

Move adoption of RESOLUTION AMENDING AND APPROVING THE 2019 CONFLICT OF INTEREST CODE UPDATE FOR SILICON VALLEY CLEAN WATER

E. CONSIDERATION OF RESOLUTION APPROVING AND ADOPTING SILICON VALLEY CLEAN WATER SELECTION OF PROFESSIONAL CONSULTANTS POLICY

Proposed Action:

Move adoption of RESOLUTION APPROVING AND ADOPTING REVISION A TO ADMINISTRATIVE POLICY 1984-03 SELECTION OF PROFESSIONAL CONSULTANTS

F. CONSIDERATION OF MOTION APPROVING CALCIUM NITRATE-BIOXIDE CN-9 CHEMICAL PURCHASE AGREEMENT AUTHORIZING TO EXTEND CURRENT AGREEMENT WITH UPDATED PRICING

Proposed Action:

Move approval of FIRST AMENDMENT TO PROCUREMENT AGREEMENT FOR EXTENSION OF TERM WITH EVOQUA WATER TECHNOLOGIES, LLC FOR THE PURCHASE OF CALCIUM

NITRATE BIOXIDE® CN-9 AT \$2.00 PER GALLON DELIVERED AND AUTHORIZE MANAGER TO EXECUTE THE AMENDMENT PREPARED BY SVCW LEGAL COUNCEL.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: Board of Directors

From: Phil Scott, District Manager

Subject: Consideration to Approve and Adopt the Memorandum of Understanding Between West Bay Sanitary District and the Sanitary Truck Drivers and Helpers International Brotherhood of Teamsters, Local 350 and Authorize the President of the District Board to Execute the Memorandum of Understanding

Background

Terms of a Memorandum of Understanding (MOU) between the District and Teamsters Local 350 are scheduled and anticipated to be approved by secret ballot on Tuesday, June 25, 2019.

Analysis

The MOU is attached and presented to the Board for review and action. It is expected that the Teamsters will execute and return the MOU in advance of the June 26, 2019, Board meeting.

If this MOU is adopted, a Resolution is required to adjust the specific salary ranges, cafeteria plan, and retirement contributions etc., for represented employees, and also in the same manner for unrepresented employees.

Fiscal Impact

Salaries and employee benefits will increase per the terms of the MOU. Pension contributions made by the District and employees are stated in the MOU.

Recommendation

Provided an executed MOU is received prior to the June 26, 2019, Board meeting, the District Manager recommends adoption of the MOU.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: Board of Directors

From: Phil Scott, District Manager

Subject: Consider Adoption of Resolution Establishing Rates of Pay and Related Compensation Provisions

Background

On June 26, 2019, the Board is anticipated to adopt a Memorandum of Understanding (MOU) between the District and Teamsters Local 350. The provisions in this MOU include agreed pay increases, effective June 1, 2019. Increases are determined for the five-year term of the MOU. The 4% increase per year is effective on June 1, 2019 and is based on the approved MOU.

On January 9, 2019 the Board approved a temporary salary adjustment to the Accountant position through Resolution No. 2132. The temporary salary adjustment is included in the proposed rate of pay increase schedule but will expire on July 24th, 2019 as stated in the said resolution.

Analysis

The attached Resolution is required to adjust the individual salary ranges and related compensation provisions for represented, unrepresented, and management employees which includes the new salary ranges.

In order to promote the retention of "Critical Positions" within the District, the District Manager requests an allotment of 1-1/2% of base salaries for the positions deemed critical to be distributed at the District Manager's discretion based on achievement of performance goals established for the individuals within the category. This requires the following resolution to authorize the District Manager to exceed the salary ranges for individuals within this category up to 1-1/2%. Positions deemed critical are determined by recommendation of the District Manager and approved by the District Board.

Fiscal Impact

Salaries and employee benefits will increase per the terms of the MOU. Employees will contribute to the employer's PERS portion at a rate of .25% per year effective July 1, 2019. Effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Additionally, the employee shall pay to PERS the employee's portion of the total required contribution (i.e. 8% of pay for Classic and 6.2% of pay for PEPRA staff).

Recommendation

Provided the Board adopts the MOU in a prior Agenda Item within the Board meeting, the District Manager recommends adoption of the attached Resolution.

RESOLUTION NO. ____ (2019)

RESOLUTION ESTABLISHING RATES OF PAY AND RELATED COMPENSATION PROVISIONS FOR CERTAIN EMPLOYEES OF THE WEST BAY SANITARY DISTRICT

BE IT RESOLVED BY THE DISTRICT BOARD OF THE WEST BAY SANITARY DISTRICT, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AS FOLLOWS:

1. Executive Employees (FLSA exempt). The following monthly salary rates in dollars are hereby established for each of the employee positions within the executive employee category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated at such rates for all services rendered to this District.

Position	Salary Rate
District Manager	Established by the District Board

2. Management Employees (FLSA exempt). The following monthly salary rates in dollars are hereby established for each of the employee positions within the management employee category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated at such rates for all services rendered to this District.

Position	Salary Rate
Projects & IT Manager	10349 - 14487
Operations Superintendent	9640 - 13978
Regulatory Compliance Coordinator	9351 - 12625
Finance Manager	10202 - 13673
Office & Communications Manager	6396 - 9275
Accountant (Temporary) <small>Exp.07/24/2019</small>	10202 - 13673

3. General Employees (unrepresented). The following monthly salary rates in dollars are hereby established for each of the listed employee positions within the general employee (unrepresented) category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated within such rates for all services rendered to this District.

Position	Salary Rate
Assistant Operations Superintendent	8354 - 11279
Pump Facility Supervisor	8419 - 10892
Operations Supervisor	8419 - 10892
Information Technology Analyst	6215 - 9325
Engineering Technician	7341 - 10228
Personnel & Accounting Specialist	6448 - 8415
Senior Administrative Technician <small>Position ends 7/20/19</small>	5523 - 8009
Administrative Technician	5245 - 7343
Part-Time Clerical Assistant	19.86 – 24.27/hour

4. General Employees (represented). The following monthly salary rates in dollars are hereby established for each of the listed employee positions within the general employee (represented) category as hereinafter set forth, and the individuals duly appointed to said positions of employment shall be compensated within such rates for all services rendered to this District.

Position	Salary Rate
Construction Inspector	7339 - 10229
Source Control Inspector	7339 - 10229
Field Supervisor	6115 - 9325
Rehabilitation Technician	5615 - 8336
Pipeline Inspection Tech	5615 - 8336
Maintenance Mechanic	5615 - 8336
Maintenance Worker	5099 - 7343
Temporary Maintenance Worker	25.00/hour

5. Health Benefits Plan.

(a) Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering health, dental and/or vision insurance and the provisions of the Public Employees' Medical and Hospital Care Act, the District shall contribute for each employee enrolled the amount necessary to pay for the full cost of his or her enrollment, including the enrollment of his or her family members in a health benefits plan up to the amount required pursuant to Section 22892 of the Government Code.

(b) Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering health, dental and/or vision insurance and the provisions of the Public Employees' Medical and Hospital Care Act, the District shall contribute for each annuitant the amount required pursuant to Section 22892 of the Government Code.

(c) The District may, at its sole discretion, enter into, amend, or cancel any agreement between this District and any organization or organizations offering health, dental and/or vision insurance.

6. Optional Benefits Package ("Cafeteria Plan"). Subject to all terms and conditions of any agreement which may be entered into at the employees' option between employees and any organization offering either health, dental, vision and/or universal life insurance benefits, the District shall pay to all represented and unrepresented employees the amount specified in the adopted Memorandum of Understanding Between the West Bay Sanitary District and Teamsters Local 350 adopted by the Board of Directors for the premium of such optional benefits attributable to management, represented, and unrepresented employees of the District.

7. Life Insurance. Subject to all terms and conditions of any agreement which may be entered into between this District and any organization or organizations offering life insurance coverage benefits, the District shall furnish to each employee general life

insurance coverage, the face amount of which shall be equal to one and a half (1.5) times the annual salary of the employee.

8. Deferred Compensation. The District will provide matching contributions for unrepresented employees at a one (1) to 0.75 ratio to a maximum of 2% of salary. I.E. If an employee contributes 2.667% of their salary to a 457 Deferred Compensation plan the District will contribute 2% of salary equivalent to the employee's 457 Deferred Compensation plan.

9. Retention Plan. In order to promote the retention of "Critical Positions" within the District, the District Manager is authorized to exceed the salary ranges for individuals within this category up to 1-1/2% of base salaries for the positions deemed critical to be distributed at the District Manager's discretion based on achievement of performance goals established for the individuals within the category. Positions deemed critical are determined by recommendation of the District Manager and approved by the District Board.

10. Retirement Plan. Subject to the provisions of this Resolution, retirement benefits for employees qualifying therefore shall be provided in accordance with, and pursuant to that certain contract between the Board of Administration of the Public Employees' Retirement System ("PERS") of the State of California and the District Board of this District, and amendments thereto approved by Resolution No. 628, adopted March 26, 1973 and subsequent Resolutions.

Subject to other provisions of the contract and Resolutions referred to above, the District shall pay to PERS the employer portion. Employees will contribute to the employer's PERS portion at a rate of .25% per year affective July 1, 2019. Effective July 1, 2020, 0.5%; effective July 1, 2021, 0.75%; effective July 1, 2022, 1.00%; and effective July 1, 2023 1.25%. Additionally, the employee shall pay to PERS the employee's portion of the total required contribution (i.e. 8% of pay for Classic and 6.2% of pay for PEPR staff).

11. Interpretation. The provisions of the Resolution shall be administered and interpreted in accordance with and pursuant to Resolution No. 759 of this District, adopted June 13, 1977 (and as amended). Nothing herein shall be deemed a limitation upon any other term and condition of employment, or agreements, or provisions relating thereto, except as specifically herein contained.

12. Effective Date. This Resolution shall be effective on June 1, 2019.

BE IT FURTHER RESOLVED that any and all previously adopted Resolutions or provisions thereof in conflict with the provisions herein contained, be and are hereby, rescinded.

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 26th day of June, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Attest:

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