



1902 - Serving Our Community for over 120 Years - 2026

**WEST BAY SANITARY DISTRICT
AGENDA OF BUSINESS**

**REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, FEBRUARY 11, 2026 AT 7:00 P.M.
RONALD W. SHEPHERD ADMINISTRATION BUILDING,
500 LAUREL STREET, MENLO PARK, CALIFORNIA 94025**

Board Members

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

General Manager

Sergio Ramirez

District General Counsel

Anthony Condotti, Esq.

AGENDA OF BUSINESS

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

<https://us06web.zoom.us/j/82429823830?pwd=NQegEQS5QP0ToGdKs0WJS6f5xflqj1.1>

Meeting ID: 824 2982 3830 Passcode: 486924

1. Call to Order and Roll Call
2. Communications from the Public
3. Consent Calendar
Matters listed under this item are considered routine and will be enacted by one motion. The motion, seconds, and vote are applicable to any included resolutions and recorded accordingly. There will be no separate discussion of these items unless specifically requested by a member of the Board.
 - A. Approval of Minutes for Regular meeting January 28, 2026 Pg. 5A-1
 - B. WBSD Operations and Maintenance Report – January 2026 Pg. 5B-1
 - C. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – January 2026 Pg. 5C-1
 - D. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – January 2026 Pg. 5D-1
 - E. East Palo Alto Sanitary District (EPASD) Operations and Maintenance Report for Work Performed by WBSD – January 2026 Pg. 5E-1
4. Bayfront Recycled Water Facility Solar System Update Pg. 4-1
5. General Manager's Report Pg. 5-1
6. Consideration to Approve a General Regulation Amending the Code of General Regulations to Correct Clerical Errors in General Regulation No. 2025-02 Approved by the Board of Directors at its September 10, 2025 Regular Meeting Establishing Sewer Service Charges for Fiscal Year 2026/27, Fiscal Year 2027/28, Fiscal Year 2028/29 and Fiscal Year 2029/30 Pg. 6-1
7. Consider Authorizing the General Manager to Issue the Call for Bids for the District's Capital Improvement Project- Point Repairs Project Phase IIIB (High Frequency Pipeline Replacement and Repairs) Project No. 1774.0 Pg. 7-1

8. Consider Authorizing the General Manager to Issue the Call for Bids for the District's Capital Improvement Project- Grade 4 and 5 Pipe Repair and Replacement Project No. 1768.0 Pg. 8-1
9. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services with Freyer & Laureta, Inc. for \$29,940 intended for a Declared Emergency for the Garbada Easement Sewer Replacement Project No. 1775.0 Pg. 9-1
10. Consider Authorizing the Finance Committee to Attend the LAIF Performance Report Webinar on February 12, 2026 on Behalf of the District Board Pg. 10-1
11. Discussion and Direction on Sharon Heights Recycled Water Facility Pg. 11-1
12. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 12-1
13. Report, Discussion, and Direction on RethinkWaste (SBWMA) Pg. 13-1
14. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 14-1
15. Closed Session
 - A. Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation pursuant to Cal. Gov't. Code §54956.9(d)(2):
(one or more potential cases)
16. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
17. Adjournment

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



1902 - *Serving Our Community for over 120 Years* - 2026

WEST BAY SANITARY DISTRICT
MINUTES OF THE REGULAR MEETING OF THE DISTRICT BOARD
WEDNESDAY, JANUARY 28, 2026 AT 7:00 P.M.

1. Call to Order

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

Roll Call

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

BOARD MEMBERS ABSENT: Director Otte

STAFF MEMBERS PRESENT: Ramirez, Condotti, Marquez, Heydari, and by Zoom: Hulsmann and Chu

Others Present: Citizen Michael by Zoom

2. Communications from the Public: None

3. Consent Calendar

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

- A. Approval of Minutes for Regular meeting January 14, 2026
- B. Approval of Minutes for Special meeting January 21, 2026
- C. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru December 31, 2025
- D. Consider Resolution Consenting Annexation of Territory to the West Bay Sanitary District by the San Mateo County Local Agency Formation Commission- APN 079-121-110 (25 Bear Gulch Drive, Portola Valley)
- E. Consider Approving District Treasury Report Second Quarter FY 2025-26

Comments: None

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

4. Presentation on Telemetry System Project by Pump Facility Supervisor

Comments: Pump Facility Supervisor Lisandro Marquez presented how the ISAC Telemetry System has become obsolete and was replaced with the Flygt Multismart Telemetry System. The new system is more reliable and can maintain cloud-based analytics and functions.

5. General Manager's Report

Discussion/Comments: General Manager Ramirez reported the Middlefield Road Syphon contractor successfully pulled the two pipes underneath the Atherton channel, but they are not connected to the existing system yet.

The current SRF reimbursement was recently evaluated, and WBSD should be receiving funds in the next 30 to 60 days. An additional grant application is being reviewed.

The Stowe Lane Station is under construction and still needs a panel and generator. The Willow Pump was recently completed and will be brought to the Board.

The next Regular Board meetings are scheduled for February 11 and 25.

6. Consider Resolution Granting Deed of Easement to Pacific Gas and Electric Company (PG&E) for Undergrounding Existing Overhead Lines at FERRF

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

Comments: District Engineer Heydari presented granting the deed of easement to PG&E for powerline undergrounding. The Board granted approval.

7. Report and Discussion on Sharon Heights Recycled Water Facility (SH)

Discussion/Comments: General Manager Ramirez reported that SH put in their fourth submittal and is waiting for approval from the City of Menlo Park to start their solar project.

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

Discussion/Comments: General Manager Ramirez reported that weekly design meetings on Wednesdays are continuing and workshops are being set up to discuss Recycled Water Code and Recycled Water Rate Study.

9. Report, Discussion and Direction on RethinkWaste (SBWMA)

Discussion/Comments: President Dehn reported there is an agreement with HF&H to review South Bayside Industries service fee application. She continued to report on a three-year professional service agreement with RRS Consulting for a third-party financial audit of Recology and South Bayside. She reported that there was a review of the Brown Act for the year's changes. Lastly, she mentioned Friday will be the first meeting of the site optimization committee which will be year long and they will meet quarterly.

10. Report, Discussion and Direction on Silicon Valley Clean Water (SVCW) Plant

Discussion/Comments: General Manager Ramirez reported that SVCW is planning on replacing 500 feet of levee for \$3.4M and that a Nutrient Removal Project was placed on hold.

11. Closed Session:

A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Unrepresented employee: General Manager

Entered closed session at 8:20 p.m. Left closed session at 8:39 p.m.

Reportable action: None

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

Discussion/Comments: None

13. Adjournment Time: The meeting was adjourned at 8:42 PM

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

To: Board of Directors
From: Bob Hulsmann, Operations Superintendent
Subject: WBSD Operations and Maintenance Report – January 2026

	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pipe Patch Repairs	Open Trench Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls- Unit 208			
	Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Qty.	Cat. 1	Cat. 2,3,4	Call Outs	Sch PM	Unsch. PM
January	20.6	3.8	0.0	1.9	9	5	64	0	0	0	69	0	0	331
February														
March														
April														
May														
June														
July														
August														
Sept.														
Oct.														
Nov.														
Dec														
Yr to date	20.6	3.8	0.0	1.9	9.0	5.0	64.0	0.0	0.0	0.0	69.0	0.0	0.0	331.0
2026 Goals	120.0	50.0	n/a	45-50	50-65	90	n/a	<10	<	4	n/a	n/a	n/a	n/a
2025 Results	147.4	40.0	5.2	**51.6	**67	*90	811	0	0	3	744	83	1	4248
2024 Results	148.9	45.8	n/a	**40.9	**75	99	821	4	0	0	741	106	3	1894
2023 Results	127.7	47.1	8.5	**45.4	52	94	821	0	0	2	832	85	11	3416
2022 Results	120.9	53.6	7.5	**40.3	**92	100	774	0	1	2	858	97	2	3161
2021 Results	*123	*50	8.6	**46	**55	91	834	2	0	4	944	n/a	n/a	2294
2020 Results	134.2	51.0	8.4	29.6	72	85	754	6	0	0	1012	89	5	2362

**= Including LAH, TOW, & EPASD

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Los Altos Hills - Operations and Maintenance Report for Work Performed by WBSD – January 2026

Town of Los Altos Hills O & M Report 25/26										
	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	WBSD CCTV Insp.	Pipe Patch Repairs	Pump Sta. PM	Pump Sta. Unsch. Repairs	SSO	SSO	Service Calls
Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Cat. 1	Cat. 2&3s	Call Outs
January-26	1.1	1.2	0.0	0.9	0	4	0	0	0	0
25-Feb	1.3	0.1	0.0	0.6	2	4	0	0	0	0
March	0.5	1.1	0.0	0.2	0	4	0	0	0	0
April	0.0	1.6	0.0	1.0	1	5	0	0	0	0
May	2.2	1.6	0.1	1.2	2	5	0	0	0	0
June	1.0	0.3	0.0	1.3	6	5	0	0	0	0
July	2.1	1.1	0.0	1.1	3	4	0	0	1	0
August	0.8	0.8	0.0	1.1	0	4	0	0	0	0
Sept.	1.2	0.9	0.0	0.1	0	4	0	0	0	0
Oct.	1.1	1.1	0.0	1.2	0	4	0	0	0	0
Nov.	1.3	0.8	0.0	0.1	0	4	0	0	0	0
Dec	1.0	1.6	0.0	0.9	0	4	0	0	0	0
** Yr to date	13.6	12.2	0.1	9.7	14.0	51	0	0	1	0
FY25/26Goals	10.6	14.4	n/a	8.1	n/a	52	n/a	n/a	n/a	n/a

	Goal	Total	Remain
Cleaning	25	25.9	-0.9
Inspection	8.1	9.7	-1.6

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – January 2026



Yearly Summary Report

2/3/2026
10:38 AM

Dates Between 2/1/2025 and 1/31/2026

Month	Basin PM Pipe Cleaning (miles)	High Freq PM Pipe Cleaning (miles)	Unscheduled Pipe Cleaning (miles)	CCTV Inspection (miles)	Pump Stations Preventive Maintenance Qty	Pump Stations Unscheduled Repairs Qty	SSO Cat 1	SSO Cat 2 & 3	Service Calls Call Outs
January	0.0	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	7	0.0	0.0	0.0	0.0
April	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	7	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	7	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
December	4.48	0.0	0.0	0.0	7	0.0	0.0	0.0	0.0
Totals	4.48	0.8	0.0	0.0	85	0.0	0.0	0.0	0.0

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

To: Board of Directors

From: Bob Hulsmann, Operations Superintendent

Subject: East Palo Alto Sanitary District/City of East Palo Alto - Operations and Maintenance Report for Work Performed by WBSD – January 2026

EPASD O & M Report 2026										
	Basin PM Pipe Clean- ing	High Freq. PM Pipe Clean- ing	Un- Sche. Pipe Clean- ing	CCTV Insp.	Pipe Patch Repairs	Open Trench Repair	USA Mark	SSO	SSO	Service Calls
Month								Cat. 1	Cat. 2,3,4	Call Outs
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.			
Jan	4.4	0.7	0.2	4.0	0	1	44	0	0	7
February										
March										
April										
May										
June										
July										
August										
Sept.										
Oct.										
Nov.										
Dec										
*Yr to date	4.4	0.7	0.2	4.0	0	1	44	0	0	7
2026 Goals	70	10	n/a	35	12	12	n/a	n/a	n/a	n/a
2025 Results	58.0	7.3	1.5	28.3	17	8	732	0	1	110

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 4**

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Bayfront Recycled Water Facility Solar System Update*

On January 29, 2026, the Finance Committee, West Bay Staff, Solar Technologies, and Anderson Pacific participated in a walkthrough to discuss adding solar power to the recycled water treatment facility.

The Finance Committee, West Bay Staff, and John Pressley with Solar Technologies will provide an update on the Bayfront Recycled Water Facility Solar System.

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To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: General Manager's Report

1) Administrative:

- a. The new Recycled Water Code is under review by the District's General Council and will be reviewed by the Recycled Water Committee on February 28th.
- b. Staff is working with District General Council to address the Ghost ADU Issue. A plan was introduced to the Finance Committee on February 3rd.
- c. HF&H is conducting a sensitivity analysis for the proposed recycled water rates and comparing them to potable water rates. The proposed rates will be reviewed by the Finance Committee in February.

2) Finance:

- a. San Mateo County Assessor's Office issued a remnant Tax Roll Sewer Service Charges check for \$4.1M.
- b. Staff is expecting two SRF reimbursements from the State for Bayfront Recycled Water Facility construction and design costs.

3) Capital Improvement Program (CIP):

a. Levee Improvement Project:

- i. The City of Menlo Park is expected to issue an easement to PG&E to underground the powerlines on Marsh Road for the Bayfront Recycled Water Facility.

b. Repair Project:

- i. EPS Inc. installed and connected the two syphons on Middlefield Road with minimal traffic interruptions. The project should be completed within the next 30 days.

c. Telemetry Replacement Project:

- i. The Pump Facility Supervisor presented to the Board on the new telemetry system on January 28, 2026. The project will be brought to the Board for acceptance in March/April.

4) Information Technology (IT):

- a. Staff has begun implementation of the new computerized maintenance management system.

- 5) **Operations and Maintenance:**
 - a. **Collection System:**
 - i. Staff conducted an emergency repair of eight feet to a six-inch main in the Willows of Menlo Park.
 - b. **Pump Facilities:**
 - i. The Willow Pump Station project is complete. The project should come to the Board for acceptance by February/March.
 - c. **Training:**
 - i. Staff continues to receive Class A Commercial Driver's License training.
- 6) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. Staff continues to work with SHGCC on the recycled water facilities solar plan.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. The Finance Committee attend an onsite walkthrough on Thursday, January 29, 2026 for the proposed solar plan.
 - ii. The steel recycled water tanks are under construction, as is the new metal storage building.
- 7) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. Staff is preparing to auction off the 2011 Crane Utility Truck. The unit has a cracked frame and has surpassed its useful life.
- 8) **Personnel:**
 - a. All staff positions are currently filled.
- 9) **Upcoming Events:**
 - a. **Next Board Meetings:**
 - i. Board Meetings Schedule: Wednesdays February 11th and 25th.
- 10) **Misc. Items:**
 - a. **West Bay:** The General Manager will update the Board on miscellaneous items.
 - b. **Town of Los Altos Hills:** Crews continue to maintain and CCTV inspect the system.
 - c. **Town of Woodside:** Crews continue to maintain and CCTV inspect the system.
 - d. **East Palo Alto:** Crews continue to maintain and CCTV inspect the system.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 6**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consideration to Approve a General Regulation Amending the Code of General Regulations to Correct Clerical Errors in General Regulation No. 2025-02 Approved by the Board of Directors at its September 10, 2025, Regular Meeting Establishing Sewer Service Charges for Fiscal Year 2026/27, Fiscal Year 2027/28, Fiscal Year 2028/29 and Fiscal Year 2029/30

On September 10, 2025, the District Board approved General Regulation 2025-02 Establishing Sewer Service Charges for Fiscal Year 2026/27, Fiscal Year 2027/28, Fiscal Year 2028/29 and Fiscal Year 2029/30.

The State Water Board has requested clarification with one section of the regulation. Attached is a redline version of the clerical corrections for the Board consideration.

The General Manager recommends the Board approve General Regulation 2025-02 to correct clerical errors approved by Board of Directors at its September 10, 2025, regular meeting establishing Sewer Service Charges for Fiscal Year 2026/27, Fiscal Year 2027/28, Fiscal Year 2028/29 and Fiscal Year 2029/30.

WEST BAY SANITARY DISTRICT

GENERAL REGULATION NO. 2025-02

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

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

Section 1.

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

(03) Residential Customers Sewer Service Charge.

(A) Residential Customers Rate.

The flat rate sewer service charge for fiscal year July 1, 2026 through June 30, 2027 for residential customers shall be One Thousand Five Hundred Twelve dollars and no cents (\$1,512.00) per Single Family Residence.

The flat rate sewer service charge for fiscal year July 1, 2027 through June 30, 2028 for residential customers shall be One Thousand Five Hundred Eighty-Eight dollars and no cents (\$1,588.00) per Single Family Residence.

The flat rate sewer service charge for fiscal year July 1, 2028 through June 30, 2029 for residential customers shall be One Thousand Six Hundred Sixty-Seven dollars and no cents (\$1,667.00) per Single Family Residence.

The flat rate sewer service charge for fiscal year July 1, 2029 through June 30, 2030 for residential customers shall be One Thousand Seven Hundred Fifty dollars and no cents (\$1,750.00) per Single Family Residence.

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

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2026 through June 30, 2027 shall be Two Thousand Five Hundred Seventy-Seven Dollars and no cents (\$2,577.00) per Single Family Residence.

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2027 through June 30, 2028 shall be Two Thousand Seven Hundred Six Dollars and no cents (\$2,706.00) per Single Family Residence.

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2028 through June 30, 2029 shall be Two Thousand Eight Hundred Forty-One Dollars and no cents (\$2,841.00) per Single Family Residence.

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2029 through June 30, 2030 shall be Two Thousand Nine Hundred Eighty-Three Dollars and no cents (\$2,983.00) per Single Family Residence.

Section 2.

Article IX, Section 900 (04) (A), (1AB), (2AC), (3AD), and (BD) are hereby amended in their entirety to read as follows:

(04) Non-Residential Customers Sewer Service Charge.

(A) The rates for customers in the non-residential category for fiscal years July 1, 2026 through June 30, 2027, July 1, 2027 through June 30, 2028, July 1, 2028 through June 30, 2029, July 1, 2029 through June 30, 2030 shall be computed on the basis of:

(1) A flow rate charge of \$8.99, \$9.44, \$9.91, \$10.41 per hundred cubic feet of metered water consumption in accordance with the formula set forth for non-residential customers, **PROVIDED** that District may make adjustments where it appears to District that water consumption is not a reasonably accurate measure of wastewater discharge.

(2) A biochemical oxygen demand rate of \$1.59, \$1.67, \$1.75, \$1.84 per pound per hundred cubic feet of water consumption; and,

(3) A suspended solids loading rate of \$1.81, \$1.90, \$2.00, \$2.10 per pound per hundred cubic feet of water consumption.

If the flow does not exceed the minimum residential rate, the residential rate will apply.

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

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2026 through June 30, 2027 shall be Two Thousand Five Hundred Seventy-Seven Dollars and no cents (\$2,577.00) per Single Family Residence.

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2027 through June 30, 2028 shall be Two Thousand Seven Hundred Six Dollars and no cents (\$2,706.00) per Single Family Residence.

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2028 through June 30, 2029 shall be Two Thousand Eight Hundred Forty-One Dollars and no cents (\$2,841.00) per Single Family Residence.

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2029 through June 30, 2030 shall be Two Thousand Nine Hundred Eighty-Three Dollars and no cents (\$2,983.00) per Single Family Residence.

If flow does not exceed minimum STEP/Grinder System residential rate the STEP/Grinder System residential rate will apply.

Section 3.

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

Passed and approved by the District Board of the West Bay Sanitary District on ~~September~~February 110, 20265 by the following vote:

Ayes: DEHN, WALKER, MORITZ, OTTE

Noes: NONE

Abstain: NONE

Absent: THIELE-SARDINA

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

Attest:

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

WEST BAY SANITARY DISTRICT

GENERAL REGULATION NO. 2025-02

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

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

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The flat rate sewer service charge for fiscal year July 1, 2027 through June 30, 2028 for residential customers shall be One Thousand Five Hundred Eighty-Eight dollars and no cents (\$1,588.00) per Single Family Residence.

The flat rate sewer service charge for fiscal year July 1, 2028 through June 30, 2029 for residential customers shall be One Thousand Six Hundred Sixty-Seven dollars and no cents (\$1,667.00) per Single Family Residence.

The flat rate sewer service charge for fiscal year July 1, 2029 through June 30, 2030 for residential customers shall be One Thousand Seven Hundred Fifty dollars and no cents (\$1,750.00) per Single Family Residence.

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

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2026 through June 30, 2027 shall be Two Thousand Five Hundred Seventy-Seven Dollars and no cents (\$2,577.00) per Single Family Residence.

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2027 through June 30, 2028 shall be Two Thousand Seven Hundred Six Dollars and no cents (\$2,706.00) per Single Family Residence.

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2028 through June 30, 2029 shall be Two Thousand Eight Hundred Forty-One Dollars and no cents (\$2,841.00) per Single Family Residence.

The sewer service charge for residential customers served by a STEP/Grinder System for fiscal year July 1, 2029 through June 30, 2030 shall be Two Thousand Nine Hundred Eighty-Three Dollars and no cents (\$2,983.00) per Single Family Residence.

Section 2.

Article IX, Section 900 (04) (A), (1), (2), (3), and (B) are hereby amended in their entirety to read as follows:

(04) Non-Residential Customers Sewer Service Charge.

(A) The rates for customers in the non-residential category for fiscal years July 1, 2026 through June 30, 2027, July 1, 2027 through June 30, 2028, July 1, 2028 through June 30, 2029, July 1, 2029 through June 30, 2030 shall be computed on the basis of:

(1) A flow rate charge of \$8.99, \$9.44, \$9.91, \$10.41 per hundred cubic feet of metered water consumption in accordance with the formula set forth for non-residential customers, **PROVIDED** that District may make adjustments where it appears to District that water consumption is not a reasonably accurate measure of wastewater discharge.

(2) A biochemical oxygen demand rate of \$1.59, \$1.67, \$1.75, \$1.84 per pound per hundred cubic feet of water consumption; and,

(3) A suspended solids loading rate of \$1.81, \$1.90, \$2.00, \$2.10 per pound per hundred cubic feet of water consumption.

If the flow does not exceed the minimum residential rate, the residential rate will apply.

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

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2026 through June 30, 2027 shall be Two Thousand Five Hundred Seventy-Seven Dollars and no cents (\$2,577.00) per Single Family Residence.

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2027 through June 30, 2028 shall be Two Thousand Seven Hundred Six Dollars and no cents (\$2,706.00) per Single Family Residence.

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2028 through June 30, 2029 shall be Two Thousand Eight Hundred Forty-One Dollars and no cents (\$2,841.00) per Single Family Residence.

The sewer service charge for non-residential customers served by a STEP/Grinder System for fiscal year July 1, 2029 through June 30, 2030 shall be Two Thousand Nine Hundred Eighty-Three Dollars and no cents (\$2,983.00) per Single Family Residence.

If flow does not exceed minimum STEP/Grinder System residential rate the STEP/Grinder System residential rate will apply

Section 3.

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

Passed and approved by the District Board of the West Bay Sanitary District on February 11, 2026, by the following vote:

Ayes: DEHN, WALKER, MORITZ, OTTE

Noes: NONE

Abstain: NONE

Absent: THIELE-SARDINA

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

Attest:

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 7

To: *Board of Directors*

From: *Fariborz Heydari, P.E., District Engineer*

Subject: *Consider Authorizing the General Manager to Issue the Call for Bids for the District's Capital Improvement Project- Point Repairs Project Phase IIIB (High Frequency Pipeline Replacement and Repairs) Project No. 1774.0*

Background

District Staff has been able to maintain the sewer system well and has minimized the amount of Sanitary Sewer Overflows (SSOs) to record levels. The Board has approved multiple pipeline replacement projects which have also contributed to SSO reduction and have limited Inflow and Infiltration into the system. The sewer system has been maintained using aggressive cleaning schedules. Many pipe segments require cleaning every three, six, and twelve months. Replacing or repairing these high frequencies schedules are the next step in improving the sewer system. The latest project approved by the Board was the Point Repair Phase IIIA project, which is 95% completed and construction is in progress by Casey Construction, Inc.

During the July 24, 2024 Regular Board Meeting, the District Board approved a design project with Freyer & Laureta, Inc. (F&L) for the Point Repair Phase III Project (PRP III, which was later split in to PRP IIIA and PRP IIIB in order to reduce the project budget by the Board from \$10 M to \$5 M) to replace and repair sewer pipelines that are on a high frequency cleaning schedule due to root intrusion, sags, damaged pipe, and other structural issues. These high frequency pipelines involve additional maintenance and work force. The District has determined that replacing and repairing sewer pipelines along these pipe segments would alleviate some of the required maintenance and work force so maintenance staff can concentrate in other areas. However, the number of repairs is so large that the project will have to be conducted in a phased approach over four to six years.

West Bay system mapping is based on a grid pattern spread across the District, known as Block Maps. The first, second, and third phase of the project included: 1) main lines that are the highest priority projects determined by District Staff, 2) within areas of planning street surface improvements and 3) any point repairs needed within the same Block Maps in which planned street improvements are within.

Last year, the District received recognition from the California Water Environment Association (CWEA) by awarding the District with the coveted “Collection System of the Year” award. The award recognized outstanding preventative maintenance programs, minimal sewer spills, and an excellent “no loss time due to accidents” history.

Streets included in Point Repair Phase IIIB are Atherton Avenue, Camino Al Lago, Camino Los Cerros, Camino Por Los Arboles and Valparaiso, Elder Avenue, Faxon Road, Linda Vista Avenue, Pineview Lane, Santa Cruz Avenue & Easement, Santiago Avenue, and Windsor Drive.

Analysis

The design engineering firm, Freyer & Laureta (F&L) coordinated with the City of Menlo Park, the Town of Atherton, San Mateo County, and the Town of Portola Valley to obtain their planned street improvements for 2026 and overlaid them over the list of point repairs provided by District Staff. Using the criteria for selected projects, the anticipated construction cost for the Point Repairs Project Phase IIIB is \$2.8 million with 10% contingency (approximately \$0.28 million) for a total of \$3.1 million, based on current market conditions.

Fiscal Impact

The Point Repair Phase IIIB project’s anticipated cost is \$3.1 million. The total Capital Assets Fund for Fiscal Year 2025-2026 has an approved budget of \$6,949,500 which includes other pipeline project.

Recommendation

The District Engineer recommends the District Board of Directors authorize the General Manager to issue a call for bids for the District’s Capital Improvement Project – Point Repairs Project Phase IIIB (High Frequency Pipeline Replacement and Repairs) Project No. 1774.0.



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 8**

To: Board of Directors

From: Fariborz Heydari, P.E., District Engineer

Subject: Consider Authorizing the General Manager to Issue the Call for Bids for the District's Capital Improvement Project- Grade 4 and 5 Pipe Repair and Replacement Project No. 1768.0

Background

On June 12, 2024, the Board approved a design project with V.W. Housen & Associates for the Grade 4 and 5 Pipe Repair and Replacement Project No. 1768.0.

These projects are identified in the 2023 Master Plan as Priority 1 Grade 5 Defects, Priority Grade 4 Defects, and Contiguous Grade 4 Defects.

Streets included in this project are Alameda De Las Pulgas and Walsh Road, Banner Drive and Alpine Road, Camino Al Lago, Elena Avenue, E Floresta Drive and Balsamina Easement, Faxon Road and Isabella Avenue, Mira Way, Reservoir Road, Sargent Easement, and Sharon Oaks Easement.

Analysis

The design engineering firm, V.W. Housen coordinated out to the City of Menlo Park, the Town of Atherton, San Mateo County, and the Town of Portola Valley to obtain their planned street improvements for 2026 and overlaid them over the list of point repairs provided by District Staff. Using the criteria for selected the projects, the anticipated construction cost for the Grade 4 and 5 Pipe Repair and Replacement Project is \$2.0 million with 10% contingency (approximately \$0.20 million) for a total of \$2.2 million, based on current market conditions.

Fiscal Impact

The Grade 4 and 5 Pipe Repair and Replacement project's anticipated cost is \$2.2 million. The total Capital Assets Fund for Fiscal Year 2025-2026 has an approved budget of \$6,949,500 which includes other pipeline project.

Recommendation

The District Engineer recommends the District Board of Directors authorize the General Manager to issue a call for bids for the District's Capital Improvement Project – Grade 4 and 5 Pipe Repair and Replacement Project No. 1768.0.



WEST BAY SANITARY DISTRICT AGENDA ITEM 9

To: Board of Directors

From: Fariborz Heydari, P.E., District Engineer

Subject: Consider Authorizing the General Manager to Execute an Agreement for Engineering Design and Construction Support Services with Freyer & Laureta, Inc. for \$29,940 intended for a Declared Emergency for the Garbada Easement Sewer Replacement Project No. 1775.0

Background

On May 21, 2022, West Bay crews discovered a portion of the line segment K11146-K11132, a 6”A/C pipe, exposed during the annual PM cleaning. The crews installed a temporary retaining wall to prevent further exposure of the pipe and to prevent it from breaking and causing a spill.

On June 30, 2025, the crew was performing their annual PM cleaning, found a void at the top of the pipe and the CCTV crew found that the pipe had shifted due to ground movement, breaking the top at a joint and creating an offset. Crews performed an emergency repair on the line segment and built another retaining wall.

After recent rain events and further review of the pipe and hillside’s condition, the General Manager declared the repairs to be an emergency.

Engineering staff consulted with Freyer & Laureta (F&L) to request a proposal to perform survey and design services for the emergency replacement of the sanitary sewer main in the Garbada Easement in Ladera.

Analysis

The Proposed Tasks for the Agreement with Freyer and Laureta, Inc. (F&L) include:

Task 1 – Project Management and Coordination

- F&L will provide QA/QC and monitor project schedule and budget.
- See F&L’s proposal for additional details.

Task 2 – Site Investigation, Data Collection, Record Research

- Topographic survey of the project area will be performed. Vertical control will be based on NAVD 88 benchmark. Horizontal control based on State Plane Coordinates.
- See F&L's proposal for additional details.

Task 3 – Construction Documents

- Prepare Construction drawings in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show appropriate construction details and notes.
- Prepare 75% and 100% review submittals.

Task 3 – Construction Administration

- Provide bid assistance including responses to questions and preparation of addenda, prepare responses to Requests for Information, provide construction submittal and change orders reviews, provide clarifications and opinions, and prepare Record Drawings and Project Closeout Tasks.
- See F&L's Proposal for details.

This emergency project will be in construction as soon as the design is completed and a contractor is secured.

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2025-2026 has an approved budget of \$500,000 for Unexpected Misc. Repairs. The total design and construction support services for this project is \$29,940.

Recommendation

The District Engineer recommends the District Board Authorize the General Manager to Execute an agreement for Engineering Design and Construction Services with Freyer and Lureta, Inc. for \$29,940 for the emergency work for Garbada Easement Sewer Replacement Project No. 1775.0.

Attachment: F&L Proposal Dated February 3, 2026
Agreement For Professional Services

February 3, 2026

Mr. Fariborz Heydari, P.E.
District Engineer
West Bay Sanitary District
500 Laurel Street
Menlo Park, California 94025

RE: PROPOSAL- GARBADA EASEMENT SEWER REPLACEMENT

Dear Mr. Heydari,

Freyer & Laureta, Inc. (F&L) is pleased to submit this proposal to perform survey and design services for the replacement of the sanitary sewer main in the Garbada Easement in Ladera.

We propose the following scope of services and fee for your consideration.

Scope of Design Services

Task 1: Project Management and Coordination

- F&L will provide QA/QC and monitor project schedule and budget.
- Coordinate the project with San Mateo County, including preparation of presentation materials for meetings.
- F&L will attend two meetings.

Task 2: Site Investigation, Data Collection, Record Research

- A topographic survey will be performed for this project area which includes 4 sewer manholes and points 20' on center of the sewer alignment. Survey will be based on a vertical datum of NAVD88 and horizontal control based on state plane coordinates for the project area. Survey will also include the following:
 - The area is heavily vegetated. Vegetation will be cleared for line of sight.
 - Survey information will be translated to AutoCad drawings for use in the design effort.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer and storm drain manholes/inlets will be determined.
- Utility research will be performed, and utility locations interpreted from utility company system drawings will be drawn onto the topographic survey base to be used in design efforts.
- Perform site visit to inform design.

Headquarters

150 Executive Park Blvd, Ste 4200
San Francisco, CA 94134
(415) 534-7070

North Bay Office

505 San Marin Dr, Ste A220
Novato, CA 94945
(415) 534-7070

East Bay Office

1101 Marina Village Pkwy, Ste 104
Alameda, CA 94501
(510) 937-2310

South Bay Office

20863 Stevens Creek Blvd, Ste 400
Cupertino, CA 95014
(408) 516-1090

Task 3: Construction Documents

- Prepare Construction drawings in AutoCAD format at a scale appropriate to show the necessary information (most probably 20-scale). Drawings will show appropriate construction details and notes.
- We will prepare the following review submittals: 75% and 100%.
- Electronic files of the drawings and specifications will be provided to the District upon request.

Task 4: Construction Administration

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct one site visit during construction.
- Prepare responses to Requests for Information.
- Provide submittal review.
- Review Change Orders and provide clarifications and opinions.
- Prepare Record Drawings and Project Closeout Tasks.

Exclusions

This proposal has the following exclusions:

- The scope of services does not include payment of any permit fees.
- Preparation of CEQA documentation is not included in this proposal.
- No major horizontal relocations of the main line, nor new easement plat and legal preparation.

Project Schedule

Below is our project schedule.

- Start work February 2, 2026
- Submit 75% Design: March 6, 2026 (5 weeks from start)
- Submit 100% Design: March 20, 2026

Proposed Fee Schedule

Please refer to Table 1 (attached) for the detailed fee breakdown for these professional services. A summary is shown below. All work will be on a time and materials (T&M) basis, not to be exceeded without authorization.

Task Number	Description	Fee
1	Project Management and Coordination	\$4,165
2	Site Investigation, Data Collection, Record Research	\$9,970
3	Construction Documents	\$9,650
4	Construction Administration	\$6,155
	Total	\$29,940



Thank you for the opportunity to provide you with this proposal. We look forward to continued collaboration with you and this project. Please call us at (415) 534-7070 with any questions regarding our proposal.

Very truly yours,

FREYER & LAURETA, INC.

A handwritten signature in black ink, appearing to read 'Richard J. Laureta', written in a cursive style.

Richard J. Laureta, P.E.
President

Enclosure: Fee Proposal

**TABLE 1 - ESTIMATED BUDGET FOR ENGINEERING SERVICES
GARBADA EASEMENT, LADERA
West Bay Sanitary District**

TASKS	ESTIMATED LABOR (Hours)					TOTAL LABOR COST (\$)
	Personnel & Rates (\$/hr)					
	F&L Administrative	2-Man Survey Crew	F&L Staff Engineer III	F&L Senior PM	F&L Principal	
	115	600	185	275	300	
Task 1: Project Management and Coordination						
Project Management				1		\$275
Meetings (2)			2	2	2	\$1,520
Coordination with San Mateo County (permit)			4	2	1	\$1,590
Monthly progress and cost summary report, invoices	2			2		\$780
Subtotal Labor Hours - Task 1	2		6	7	3	\$4,165
Task 2 - Site Investigation, Data Collection, Record Research						
Survey and Create Base Map		8	4	1		\$5,815
Utility Verification			8			\$1,480
Review CCTV			8	1		\$1,755
Site Visit			2	2		\$920
Subtotal Labor Hours - Task 2		8	22	4		\$9,970
Task 3: Construction Documents						
75% Design			32	4	1	\$7,320
100% CDs			8	2	1	\$2,330
Subtotal Labor Hours - Task 3			40	6	2	\$9,650
Task 4: Construction Administration						
Conduct one (1) meeting/site visit			2	2		\$920
Prepare Responses to Requests for Information						
Assume 2 RFIs, 2 hour per RFI			4			\$740
Internal Review				1		\$275
Review submittals						
Assume 4 submittals			4			\$740
Internal Review				1		\$275
Review Change Orders						
Assume 2 clarifications, 2 hour per clarification plus management			4	1		\$1,015
Internal Review					1	\$300
Project Closeout (Allowance)			2	1	1	\$945
Prepare Record Drawings						
Prepare Final Record Drawings incorporating comments			2	1		\$645
Internal Review					1	\$300
Subtotal Labor Hours - Task 4			18	7	3	\$6,155
Total Labor Hours	2	8	86	24	8	\$29,940

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

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and effective on this 11th day of February, 2026, by and between West Bay Sanitary District, hereinafter referred to as “District”, and Freyer & Laureta, Inc., hereinafter referred to as “Consultant.” (District and Consultant are referred to individually as a “Party” and collectively, as the “Parties”).

WITNESSETH:

WHEREAS, the District desires to procure certain professional services as more particularly described in “WEST BAY SANITARY DISTRICT GARBADA EASEMENT SEWER REPLACEMENT PROJECT 1775.0 IMPROVEMENT SCOPE FOR DESIGN AND CONSTRUCTION CONSULTATION SUPPORT PROJECT MANAGEMENT SERVICES FREYER & LAURETA” (“Scope of Work”) attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter referred to as “Proposal”); and

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

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

I. DESCRIPTION OF PROJECT

Consultant will provide engineering design and construction support for the replacement of the existing 6” A/C pipe within the Garbada Easement in Ladera.

II. SCOPE OF SERVICES

Consultant agrees to perform those services described in the **Scope of Work**, attached hereto as **Exhibit A**.

Consultant shall not undertake any work beyond the scope of services as set forth in Exhibit A. No changes in the scope of services shall be made without the District's prior written approval.

II. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either February 11, 2027, or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the District.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date of February 11, 2027 in order to allow the District to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

III. COMPENSATION

For actual services performed by Consultant, the District agrees to pay, and Consultant agrees to accept, compensation in an amount not to exceed the total amount described in the Proposal as full compensation for all personnel, materials, supplies, and equipment used by Consultant in the scope of services to be provided. Any change requiring compensation in excess of the sum of \$29,940.00 as specified in the Proposal, shall only be allowed if approved in advance in writing by the District's authorized representative. Consultant shall invoice the District detailing the time and materials for services provided under this Agreement in accordance with the Proposal.

Consultant shall submit invoices for services completed each month. The District shall pay such invoices within forty-five (45) days after their receipt.

IV. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that all work performed by Consultant or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of District within the job site which is not under the Consultant's control.

V. INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the District, its directors, officers, employees, and agents (collectively,

“Indemnitees”) from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys’ fees and costs (“Losses”) caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant’s officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant’s duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant’s officers, employees, agents, or subcontractors, Consultant’s costs to defend Indemnitees shall not exceed the Consultant’s proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

VI. INSURANCE

Prior to the beginning and throughout the duration of the Agreement, as may be extended by written amendment, Consultant will maintain and comply with the insurance requirements below with insurers licensed to do business in the State of California and with a Best’s rating of no less than A:VII. Consultant will insure the District against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

Certificate Requirements:

The District will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet or exceed the requirements below,
- The Certificate Holder will be West Bay Sanitary District, 500 Laurel Street, Menlo Park, CA 94025,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the District, its directors, officers, , and employees as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the District, unless a longer duration is required.

Required Coverage:

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

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

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

D. The Commercial General Liability and Automobile Liability Insurance policies shall be endorsed to name the District, its directors, officers, employees, and agents as additional insureds with respect to liability arising out of services or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such services or operations. Consultant's insurance coverage is primary insurance and any insurance maintained by the District shall not contribute with it.

E. Errors and Omissions: Consultant shall also provide Professional Liability Insurance appropriate to Consultant's profession with limits of liability in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. Consultant shall maintain, and provide evidence of coverage for at least five (5) years after the date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Agreement effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of services under this Agreement.

F. Consultant shall require and verify that all of Consultant's subcontractors maintain insurance meeting all of the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and agents are additional insureds on the CGL and Automobile liability insurance policies required from subcontractors.

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

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

I. Any excess/liability policies must provide similar coverage as the primary CGL

policy with no new exclusions - Excess liability insurance must follow form the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

J. The Excess policy must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

VII. TERMINATION

The District may terminate this Agreement for its convenience with written notice of not less than 10 calendar days prior to an effective termination date. The District or Consultant may terminate the Agreement for material breach of Agreement by providing written notice to the other party not less than 15 calendar days prior to an effective termination date.

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

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

VIII. SUBCONTRACTS

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

insurance required from subcontractors.

IX. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws and regulations.
2. Conflicts of Interest. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement. Consultant on behalf of itself, its employees, agents, representatives, and subcontractors, covenants that it presently has no direct or indirect interest, financial or otherwise, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant acknowledges that it is aware of and agrees to comply with the provisions of the Political Reform Act, Section 1090 of the Government Code. Consultant will immediately advise District if Consultant learns of a conflicting financial interest of Consultant's during the term of this Agreement. Consultant owes District a duty of undivided loyalty in performing the work and services under this Agreement.
3. Property of District. The work, or any portion, of Consultant in performing this Agreement shall become the property of the District. The Consultant shall be permitted to retain copies or such work for information and reference in connection with the District's use. All materials and work product, whether finished or unfinished, shall be delivered to the District upon completion of contract services or termination of this Agreement for any reason. Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the District, and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of the District. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the District.
4. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project for examination and audit by the District, local, state, or federal government, as applicable. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of five years from the date of the final District payment for Consultant's services. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
5. California Public Records Act. District is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to District, and Consultant claims that such information falls within one or more CPRA exemptions,

Consultant must clearly mark such information “Confidential and Proprietary,” and identify the specific lines containing the information. In the event of a request for such information, District will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in San Mateo County before the District is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the District is required to respond to the CPRA request, District may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold District harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney’s fees) that may result from denial by District of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.

6. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant’s employees, agents, subcontractors or others under Consultant’s supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the District for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the District, its officials, officers, employees, and agents against any claim or liability, including attorneys’ fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant’s supervision or control was misclassified.
7. Consultant Not an Agent. Except as the District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.
8. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
9. Subcontractors. Consultant shall obtain prior approval of the District prior to subcontracting of any work pursuant to this Agreement. If at any time, the District determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the District, its directors, officers, employees, and agents as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the District in writing.
10. Prevailing Wage. To the extent that the work or services to be performed under this Agreement may be considered a “public work” pursuant and subject to Labor

Code section 1720 *et seq.*, Consultant (and any sub consultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any sub consultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. Reference: California Labor Code sections 1720, 1774 and 1782.

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

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.

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

11. Registration with DIR. Consultant acknowledges that it and/ any sub consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. A bid shall not be accepted nor any contract or subcontract entered into without proof of the Consultant or sub consultant's current registration to perform public work. Labor Code section 1771.1(b).
12. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e). Parties also reserve the right to exercise any and all other remedies available.
13. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, existing or future, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. . Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, the only remedy is that there may be an equitable adjustment of the schedule based on the District's sole discretion.
14. Intellectual Property and Indemnity. Consultant represents to District that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless District, its directors, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the District's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the District the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, District will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. District shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

15. Assignment. This Agreement may not be assigned by either the District or Consultant without the prior written consent of the other.
16. Benefit. Except as herein provided, this Agreement shall inure to the benefit of the assigns, heirs, and successors of the Parties to this Agreement.
17. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the San Mateo County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the District.
18. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the parties with respect to the matters addressed herein.
19. Amendments. This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the District and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the District's authorized representative.

20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
22. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
24. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To District:

West Bay Sanitary District
 Sergio Ramirez
 500 Laurel Street
 Menlo Park, Ca 94025
sramirez@westbaysanitary.org
 (650) 321-0384

To CONSULTANT:

Freyer & Laureta, Inc.
 Richard J. Laureta
 150 Executive Park Blvd, Ste 4200
 San Francisco, CA 94134
laureta@freyerlaureta.com
 (415) 534-7070

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

25. Counterparts. This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each one shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding on and effective regarding all parties. A scanned, electronic, facsimile, or other copy of a party's signature shall have the same force and effect as an original signature.

26. ACKNOWLEDGMENT

By their signatures below, the Parties acknowledge that they have each read and understand the terms of this Agreement, and are authorized to execute this Agreement to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

WEST BAY SANITARY DISTRICT

FREYER & LAURETA, INC.

By: _____
Sergio Ramirez, General Manager

By: _____
Richard J. Laureta, President

Date: _____

Date: _____

APPROVED AS TO FORM

Date: _____
Anthony Condotti, General Counsel



**WEST BAY SANITARY DISTRICT
AGENDA ITEM 10**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Consider Authorizing the Finance Committee to Attend the LAIF Performance Report Webinar on February 12, 2026, on Behalf of the District Board

LAIF is offering a webinar to discuss their performance and strategy on February 12, 2026. Finance Committee Members, Treasurer Thiele-Sardina and Director Moritz are eligible to attend.

Per CGR Section 209, Board members shall be compensated “for each day’s attendance at meetings of the District Board, attendance at California Association of Sanitation Agencies conferences **and for each day’s service rendered as a Member of the District Board by request of the District Board.**

General Counsel Condotti suggests this item be agendized to ask the Board to authorize or direct Finance Committee Members to attend on West Bay’s behalf and receive one day’s compensation.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 11**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

Recycled Water Facility Production Data:

2026	Processed	Delivered
January	5.2MG	143K

2025	Processed	Delivered
January	5.3MG	663K gallons
February	5MG	532K
March	7.2MG	2.4MG
April	9.1MG	5.8MG
May	8.6MG	8.1MG
June	9.6MG	9MG
July	10.3MG	8.8MG
August	10MG	8.4MG
September	10.6MG	7.4MG
October	7.9MG	2.4MG
November	6.5MG	568K
December	5.7MG	58K

2024	Processed	Delivered
January	5.8MG	175K gallons
February	5.6MG	464K
March	6.5MG	1.5MG
April	8.1MG	4.4MG
May	10.6MG	9.3MG
June	10.7MG	9.9MG
July	11.3MG	9.9MG
August	10.7MG	9.3MG
September	7.8MG	7MG
October	8.8MG	5.4MG
November	4.6MG	530K
December	5.3MG	82K

2023	Processed	Delivered
January	5MG	0 gallons
February	3.3MG	0 gallons
March	3.5MG	0 gallons
April	4.9MG	32k gals. Dust Control
May	5.1MG	432k gals. Dust Control
June	4.8MG	456k gals. Dust Control
July	6.2MG	1.05MG Dust Control
August	8.1MG	2.7MG (+ 1.5 MG Dust Control)
September	8.4MG	4MG (+ 1.04 MG Dust Control)
October	9.6MG	7.4MG
November	7.7MG	3.7MG
December	7.4MG	970K

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

2021	Total Processed	Total Delivered
Yearly Total	88.2MG	56.26MG (*) (**)
2020	Total Processed	Total Delivered
August-Dec.	34.1MG	19.75MG

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

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 12**

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

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

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

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

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 13**

To: Board of Directors

From: Sergio Ramirez, General Manager

Subject: Report and Discussion on RethinkWaste (SBWMA)

The District's representative to RethinkWaste (SBWMA) President Fran Dehn, will report on any pertinent items regarding RethinkWaste (SBWMA) business.

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**WEST BAY SANITARY DISTRICT
AGENDA ITEM 14**

To: Board of Directors

From: Sergio Ramirez, General Manager

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

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

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