



1902 - Serving Our Community for over 120 Years - 2026

WEST BAY SANITARY DISTRICT

AGENDA OF BUSINESS

REGULAR MEETING OF THE DISTRICT BOARD

WEDNESDAY, AUGUST 12, 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/89860901620?pwd=AjaLqYISMqICmoBr5a454NYX8oaWK4.1>

Meeting ID: 898 6090 1620 Passcode: 548804

1. Call to Order and Roll Call

2. Communications from the Public

3. Consent Calendar

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

- A. Approval of Minutes for Regular meeting July 22, 2026 Pg. 3A-1
- B. WBSD Operations and Maintenance Report – July 2026 Pg. 3B-1
- C. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – July 2026 Pg. 3C-1
- D. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – July 2026 Pg. 3C-1
- E. East Palo Alto Sanitary District (EPASD) Operations and Maintenance Report for Work Performed by WBSD – July 2026 Pg. 3E-1
- F. Consider Approving Resolution of Intention to Annex Certain Territory (245 Shawnee Pass Portola Valley; APN: 077-331-080) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing Pg. 3-F

4. Consider Adoption of Resolution Accepting the HF&H Technical Report Regarding Recycled Water Connection Fees and O&M Charges; Setting a Public Hearing for October 14, 2026; and Directing the Provision of Notice Pursuant to Article XIII D, Section 6 of the California Constitution (Proposition 218) Pg. 4-1
5. General Manager's Report Pg. 5-1
6. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design Services with Freyer & Laureta, Inc. for \$254,850.00 with a 10% Contingency for the Phase IV Point Repair Sanitary Sewer Improvements Project No. 1777.0 Pg. 6-1
7. Consider Authorizing the General Manager to Execute an Agreement for Engineering Design Services with Freyer & Laureta, Inc. for \$198,690.00 with a 10% Contingency for the Grade 4&5 Pipe Repair and Replacements Sanitary Sewer Improvements Project No. 1778.0 Pg. 7-1
8. Discussion and Direction on Sharon Heights Recycled Water Facility Pg. 8-1
9. Discussion and Direction on Bayfront Recycled Water Project and Status Update Pg. 9-1
10. Report, Discussion, and Direction on RethinkWaste (SBWMA) Pg. 10-1
11. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant Pg. 11-1
12. Closed Session
 - A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to Cal. Gov't. Code §54956.9(d)(2):
(1 potential case)
 - B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Govt. Code § 54956.9(d)(4)
(1 potential case)
13. Comments or Reports from Members of the District Board and Consider Items to be Placed on Future Agenda
14. 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, JULY 22, 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, Director Moritz (Secretary ProTem),
Treasurer Thiele-Sardiña, and Director Otte

BOARD MEMBERS ABSENT: Secretary Walker

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

Others Present: By Zoom: Dave Richardson from Woodard & Curran, Gabe
Saser and Rick Simonson from HF&H, and Michael Miller

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 July 8, 2026
- B. Approval of the Financial Activity Report Authorizing Payment of Certain Bills and Salaries and Consideration of Other Financial Matters thru June 30, 2026
- C. WBSD Operations and Maintenance Report – June 2026
- D. Town of Los Altos Hills Operations and Maintenance Report for Work Performed by WBSD – June 2026
- E. Town of Woodside Operations and Maintenance Report for Work Performed by WBSD – June 2026
- F. East Palo Alto Sanitary District (EPASD) Operations and Maintenance Report for Work Performed by WBSD – June 2026

Motion to Open by Moritz 2nd by: Thiele-Sardiña Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: None

4. Public Hearing to Consider Amending the Code of General Regulations for Board Member Compensation

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

Comments: General Manager Ramirez reported that the Board had the option to increase meeting stipends by up to 5%, but the Board preferred to approve a 3.8% increase to align with the MOU, increasing the stipend from \$283 to \$293 per meeting day.

Motion to Close by: Moritz 2nd by: Thiele-Sardiña Vote: AYE: 4 NAY: 0 Abstain: 0

5. Consider Amending the Code of General Regulations for Board Member Compensation

Motion to Approve by: Thiele-Sardiña 2nd by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: None

6. General Manager's Report

Comments: General Manager Ramirez reported that all ADU refunds have been mailed to those who qualified to receive them.

The Board decided not to conduct a Solid Waste Rates Study. A projected shortfall of \$20,000 is expected in 2026, followed by a projected shortfall of \$100,000 in 2027. These shortfalls can be absorbed using the rate stabilization fund. However, after that, the Board may wish to revisit the matter.

General Manager Ramirez suggested making the possible shortfall payment to Recology at the beginning of 2027 because the contract provides for an 8% interest rate if Recology has to carry the shortfall on behalf of WBSD. The Board requested that this item be brought back for discussion in late 2026 and that payment, if necessary, be made before any interest accrues.

Regarding the main reconstruction project at 175 Britton Ave. (191 Britton Easement), staff established communication regarding the 20-foot section of pipe located outside the dedicated easement. An easement must be recorded with the County and notarized to protect both WBSD and the property owner(s).

The Annual Goals Lunch is scheduled for August 11. The next Board meetings are scheduled on August 12 and August 26.

7. Discussion and Direction of Revised Recycled Water Facility Capacity Fees and Water Rates

Comments: HF&H presented the Water Rate Study. General Manager Ramirez stated that a full report is expected back on August 12, and a public hearing to consider adoption of the proposed rates will be scheduled for October 14.

8. Presentation on High Frequency Maintenance and Overall Operations by Operations Superintendent, Bob Hulsman

Comments: Superintendent Hulsman presented an overview of the District's current high-frequency maintenance and operations program. He explained that if funding continues to be

directed toward repairing WBSD pipelines and reducing the six-month high-frequency maintenance list, staff could achieve a 12-month cleaning cycle. Achieving this goal could result in near-zero sewer spills and reduced scheduled weekend overtime.

9. Consideration Authorizing the General Manager to Enter into a Purchase Order agreement with Owen Equipment for a Vactor Hydro / Excavation Sewer Cleaning Unit

Motion to Approve by: Thiele-Sardiña 2nd by: Otte Vote: AYE: 4 NAY: 0 Abstain: 0

Comments: Superintendent Hulsmann stated that the District's Ditch-Witch is 11 years old and is due for replacement as is a Hydro Jetting unit. He requested approval to replace both pieces of equipment with a combination truck (Vactor Hydro/Excavation Sewer Cleaning Unit) at a cost of \$520,333.75. The Board approved the request.

10. Review and Consideration to Approve the Conflict-of-Interest Code and General Rules of Office for the District Board

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

Comments: General Manager Ramirez stated that this item is reviewed every two years and that the designated staff and the investment firm have been updated. The Board approved Agenda Item No. 10.

11. Discussion and Direction on Sharon Heights Recycled Water Facility

Discussion/Comments: General Manager Ramirez reported that SH is continuing to move forward with the solar project and that the PG&E account will be changed to their name. They also reported that a little over 10 million gallons of recycled water was processed, and approximately 8.9 million gallons were delivered.

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

Discussion/Comments: General Manager Ramirez reported that construction has begun on Chrysler Ave. in Menlo Park and that directional boring has been completed. General Manager Ramirez will provide an updated construction schedule at the next meeting.

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

Discussion/Comments: President Dehn reported that there was nothing to report because a meeting was not held.

14. Report and Discussion on Silicon Valley Clean Water (SVCW) Plant

Discussion/Comments: Director Otte reported SVCW received a report and presentation on the advanced treatment project and were asked to provide direction on how to proceed. Two alternatives were identified from the twenty options considered to remove nutrients from the treatment process.

15. Closed Session

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation pursuant to Cal. Gov't. Code §54956.9(d)(2):
(1 potential case)
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of Litigation Pursuant to Govt. Code § 54956.9(d)(4)
(1 potential case)
- C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION/CONF. WITH LABOR
NEGOTIATORS
Agency designated representatives: Board President/Legal Counsel
Unrepresented employee: General Manager

Entered closed session at 9:35 PM Left closed session at 10:00 PM

Reportable action: None

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

Discussion/Comments: None

17. Adjournment Time: The meeting was adjourned at 10:01 PM



WEST BAY SANITARY DISTRICT AGENDA ITEM 3B

To: *Board of Directors*

From: *Bob Hulsmann, Operations Superintendent*

Subject: *WBSD Operations and Maintenance Report – July 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			
									Cat. 1	Cat. 2,3,4	Call Outs	Sch PM	Unsch. PM	USA's
Month	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.	Qty.						
January	20.6	3.8	0.0	1.9	9	5	64	0	0	0	69	0	0	331
February	16.7	5.1	0.2	3.6	6	7	64	0	0	0	56	13	0	283
March	24.4	0.2	0.3	4.5	16	1	64	1	0	0	63	0	0	359
April	11.7	2.2	0.2	5.6	7	6	64	0	0	0	67	2	0	415
May	10.9	4.2	0.0	4.8	4	8	69	0	0	0	59	1	0	336
June	13.0	0.2	0.1	3.3	4	4	80	0	0	0	61	4	0	334
July	11.5	4.1	0.0	4.1	2	8	68	0	0	0	62	3	0	400
August														
Sept.														
Oct.														
Nov.														
Dec														
Yr to date	108.8	19.8	0.8	27.8	48.0	39.0	473.0	1.0	0.0	0.0	437.0	23.0	0.0	2458.0
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 – July 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								Cat. 1	Cat. 2&3s	Call
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.			Outs
January-26	1.1	1.2	0.0	0.9	0	4	0	0	0	0
February-26	1.1	0.1	0.0	1.0	2	4	0	0	0	0
March	0.7	1.7	0.0	1.1	0	4	0	1	0	0
April	1.3	1.3	0.0	1.1	2	5	0	0	0	0
May	0.0	1.0	0.0	0.6	1	5	0	0	1	0
June	0.6	0.6	0.0	0.1	7	5	0	0	1	0
July	0.2	1.1	0.0	1.4	0	4	0	0	0	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	10.4	12.2	0.0	9.6	12.0	51	0	1	2	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	22.6	2.4
Inspection	8.1	9.6	-1.5

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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 – July 2026*



Yearly Summary Report

8/10/2026

7:31 AM

Dates Between 8/1/2025 and 7/31/2026

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	8	0.0	0.0	0.0	0.0
February	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
March	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
April	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
May	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
June	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
July	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
August	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
September	0.00	0.3	0.0	0.0	8	0.0	0.0	0.0	0.0
October	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
November	0.00	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
December	4.48	0.0	0.0	0.0	8	0.0	0.0	0.0	0.0
Totals	4.48	0.8	0.0	0.0	96	0.0	0.0	0.0	0.0

Report to the District Board for the Regular Meeting of August 12, 2026

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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 – July 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
	Miles	Miles	Miles	Miles	Qty.	Qty.	Qty.			Outs
Jan	4.4	0.7	0.2	4.0	0	1	44	0	0	7
February	1.1	0.2	0.4	0.8	2	1	19	0	0	8
March	3.6	0.4	0.0	2.8	2	0	53	0	0	9
April	5.5	2.0	0.3	1.3	1	1	70	0	0	5
May	4.1	0.5	0.0	1.5	1	0	75	0	0	15
June	4.6	0.0	1.1	3.6	1	0	43	0	0	14
July	2.9	2.1	0.0	2.2	1	0	73	0	0	9
August										
Sept.										
Oct.										
Nov.										
Dec										
*Yr to date	26.2	5.9	2.0	16.2	8	3	377	0	0	67
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 3F

To: Board of Directors

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

Subject: Consider Approving Resolution of Intention to Annex Certain Territory (245 Shawnee Pass Portola Valley; APN: 077-331-080) to the West Bay Sanitary District On-Site Wastewater Disposal Zone and to Establish the Date and Time of Public Hearing

Background

This property will utilize a grinder type pump system; consequently, this property must be annexed into the District's On-Site Wastewater Disposal Zone. The owner shall be required to install a grinder pump system and connect to the existing 3" force main fronting the property at 245 Shawnee Pass (APN: 077-331-080), Portola Valley.

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

Analysis

During the notice period staff shall work with the proponent to obtain design, easement and other approvals, which shall be presented to the Board when the Class 5 Permit is issued.

Fiscal Impact

None.

Recommendation

The District Engineer recommends that the District Board adopt the attached Resolution of Intention to Annex Certain Territory to the West Bay Sanitary District On-Site Wastewater Disposal Zone and request September 23, 2026 as the date of the public hearing.

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

RESOLUTION NO. _____(2026)

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

Lands of Todd C. Scheuer and Marjel M. Scheuer of The Scheuer Family 2011 Trust dated
May 24, 2011

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

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

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

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

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

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

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

In consideration of the foregoing findings and determinations,

IT IS RESOLVED by the District Board as follows:

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

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

Date: September 23, 2026
Time: 7:00 PM
Place: West Bay Sanitary District Offices
500 Laurel Street
Menlo Park, CA 94025

& via Zoom

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

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

Passed and adopted by the District Board of the West Bay Sanitary District at a regular meeting thereof held on the 12th day of August, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

Attest:

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

EXHIBIT "A"

EXHIBIT A PAGE 2 OF 3 GEOGRAPHIC DESCRIPTION
ANNEXATION TO WEST BAY SANITATION DISTRICT
LANDS OF SCEUER AND A PORTION OF SHAWNEE PASS

All that certain real property situate in the Town of Portola Valley, County of San Mateo, State of California, being all of Lot 12, Block 4 and a portion of Shawnee Pass as said Lot, Block and right-of-way are shown on that certain Map entitled "Tract No. 774 Arrowhead Meadows Unit No. 4", filed for record in the Office of the Recorder of said County on March 17, 1959, in Volume 50 of Maps at Pages 45 through 48; being more particularly described as follows:

Beginning at a point on the northerly right-of-way of Shawnee Pass as shown on said Map, said point being the southerly corner of said Lot 12;

Course 1:

Thence along the southwesterly line of said Lot 12 North 39°15'00" West, 327.70 feet to the westerly corner of said Lot 12;

Course 2:

Thence along the northwesterly line of said Lot 12 North 24°30'00" East, 54.09 feet to the northerly corner of said Lot 12;

Course 3:

Thence along the northeasterly line of said Lot 12 South 65°30'00" East, 386.75 feet to the easterly corner of said Lot 12, said corner being a point on said northerly right-of-way line of Shawnee Pass;

Course 4:

Thence South 48°23'26" East, 25.00 feet to a point on the centerline of Shawnee Pass, said point also being the beginning of a non-tangent curve to the right being concave to the northwest, having a radius of 400.00 feet and to which point a radial line bears South 48°23'26" East;

Course 5:

Thence southwesterly along said centerline of Shawnee Pass and said curve through a central angle of 9°08'26" a distance of 63.81 feet;

Course 6:

Thence South 50°45'00" West, 50.00 feet to the northeasterly line of the lands annexed to Westbay Sanitary District as described in Resolution No. 1171;

EXHIBIT "A"
GEOGRAPHIC DESCRIPTION
ANNEXATION TO WEST BAY SANITATION DISTRICT
LANDS OF SCEUER AND A PORTION OF SHAWNEE PASS

Course 7:

Thence along said northeasterly line North 39°15'00" West, 25.00 feet to said northerly right-of-way of Shawnee Pass and the northerly line of said Resolution 1171;

Course 8:

Thence along said northerly right-of-way of Shawnee Pass and the northerly line of said Resolution 1171 South 50°45'00" West, 110.00 feet to the Point of Beginning

As shown on the plat attached hereto and made a part hereof.

Containing an area of: 49,660 sq. ft or 1.140 acres, more or less.

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

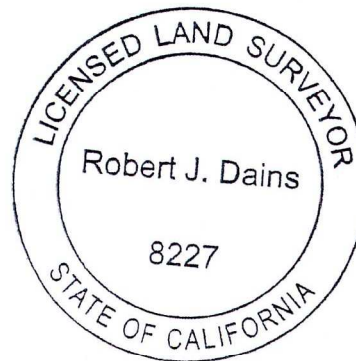
Description prepared by Dains Land Surveying, Inc.



Robert J. Dains L.S. 8227

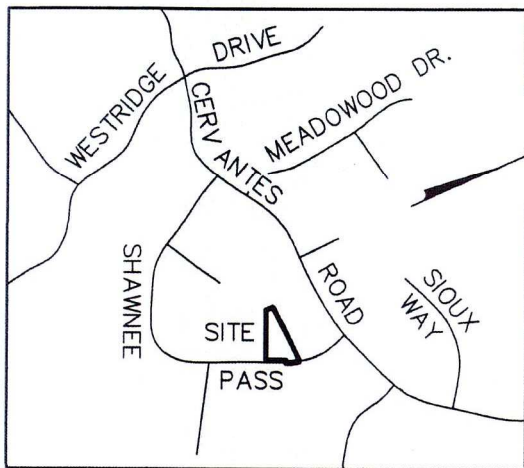
April 30, 2026

Date



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

EXHIBIT A PAGE 2 OF 3



VICINITY MAP

NOT TO SCALE

DISCLAIMER:

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

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

EXHIBIT 4 PAGE 3 OF 3

LEGEND

PROPOSED ANNEXATION AREA
EXISTING ANNEXATION AREA
ADJACENT PROPERTY LINES

LANDS OF
 ANDRIGHETTO
 LOT 4, BLOCK 1
 57 MAPS 5
 A.P.N.
 077-241-040

LANDS OF
 CHAD
 LOT 3, BLOCK 4
 50 MAPS 45-48
 A.P.N.
 077-331-100

LANDS OF SCHEUER
 LOT 12, BLOCK 4
 50 MAPS 45-48
 DOC. NO. 2015-112082
 A.P.N. 077-331-080

LANDS OF
 ROBINSON
 LOT 4, BLOCK 4
 50 MAPS 45-48
 A.P.N. 077-331-090

LANDS OF
 HOLMSTROM
 LOT 9, BLOCK 4
 50 MAPS 45-48
 A.P.N.
 077-331-050

LANDS OF
 OMAND
 LOT 10, BLOCK 4
 50 MAPS 45-48
 A.P.N.
 077-331-060

LANDS OF
 WARD
 LOT 11, BLOCK 4
 50 MAPS 45-48
 A.P.N.
 077-331-070

LANDS OF
 GURTNER
 LOT 4, BLOCK 2
 57 MAPS 5
 A.P.N.
 077-240-190

WBSD RESOLUTION
 NO. 1171

LANDS OF YOUNG
 PARCEL "A"
 57 MAPS 5
 A.P.N. 077-240-350

SHAWNEE PASS
 (50' - R/W)
 COURSE: 8
 S 50°45'00" W 110.00'
 N 39°15'00" W 25.00'
 COURSE: 7
 S 50°45'00" W 50.00'
 COURSE: 6
 S 50°45'00" W 25.00' (RADIAL)

COURSE: 5
 R=400.00'
 D=9°08'26"
 L=63.81'

RADIAL
 S 48°23'26" E

COURSE: 4
 S 48°23'26" E
 25.00' (RADIAL)

GRAPHIC SCALE

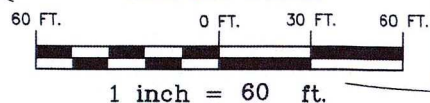


EXHIBIT "B" - PLAT TO ACCOMPANY LEGAL DESCRIPTION
 WEST BAY SANITARY DISTRICT ANNEXATION - 245 SHAWNEE PASS
 PORTOLA VALLEY SAN MATEO COUNTY CALIFORNIA

PLAT: RJD	SCALE: 1" = 60'	DATE: 04/30/2026	JOB #: 26-1701
--------------	--------------------	---------------------	-------------------

DAINS LAND SURVEYING

rdains@dainslandsurveying.net

(650) 743-0831

EXHIBIT 13 PAGE 2 OF 3

RESOLUTION NO. 1348

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 26-01 -
ANNEXATION OF 245 SHAWNEE PASS, PORTOLA VALLEY (APN 077-331-080)
TO THE WEST BAY SANITARY DISTRICT AND THE ON-SITE WASTEWATER DISPOSAL ZONE, AND
WAIVING CONDUCTING AUTHORITY PROCEEDINGS**

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

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

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

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

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

WHEREAS, the proposal is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b) (Annexations of Existing Facilities and Lots for Exempt Facilities); and

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

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

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

Section 3. The territory consists of 1.07 acres, is found to be "uninhabited," and is assigned the following distinctive short form designation: Annexation of 245 Shawnee Pass, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56662(a) and this annexation is hereby ordered.

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

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063
EXHIBIT 0 PAGE 2 OF 3

Regularly passed and adopted this 18 day of March 2026.

Ayes and in favor of said resolution:

Commissioners:

Stephen Rainaldi

Ann Draper

Kati Martin

Greg Wright

Dave Canepa

Jackie Speier

Virginia Chang Kiraly

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063
EXHIBIT 11 PAGE 3 OF 3

Noes and against said resolution:

Commissioner(s):

Absent and/or Abstentions:

Commissioner(s):


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

ATTEST:



Roberto Bartoli
Executive Officer
Local Agency Formation Commission

Date: 3/18/2026

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

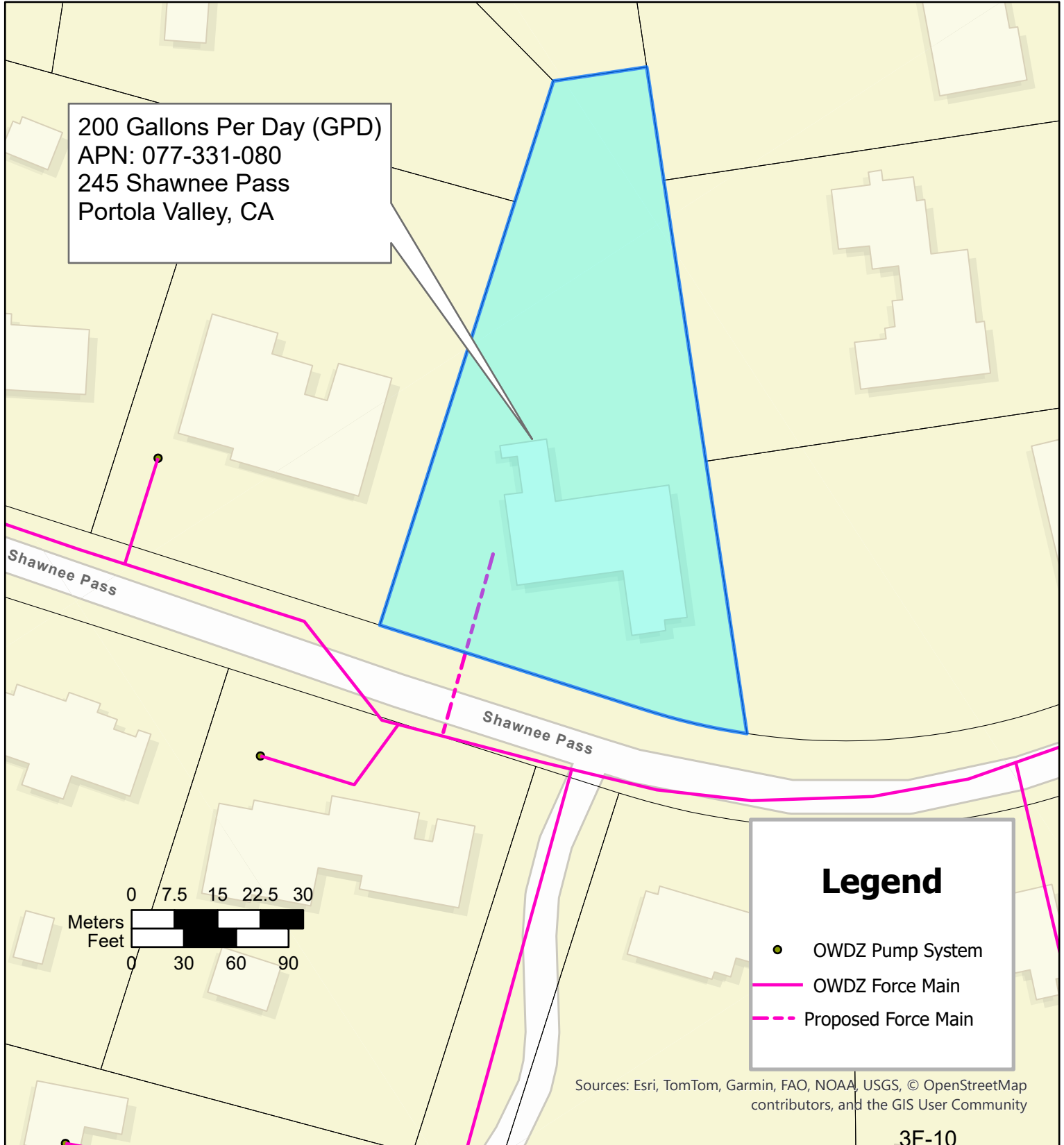


Clerk to the Commission
Local Agency Formation Commission

Date: 3/18/2026



WEST BAY SANITARY DISTRICT
SITE LOCATION
245 SHAWNEE PASS
PORTOLA VALLEY, CA



2026-037026 CONF

10:47 am 06/29/2026 CCL Fee: NO FEE

Count of Pages 8

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



(This space for Recorder's use only)

RECORDING REQUESTED BY:

SAN MATEO LAFCO

LOCAL AGENCY FORMATION COMMISSION

WHEN RECORDED, PLEASE SEND TO:

San Mateo LAFCo

LAF 124

SHORT-FORM DESIGNATION OF DOCUMENT:

LAFCo File No. 26-01 - Annexation of 245 Shawnee Pass, Portola Valley to West
Bay Sanitary District
(Replacing recording of May 1, 2026, Doc#2026-023470)

RECORDER'S CODE: CCL

(Exempt from filing fees per Government Code 6103)



LOCAL AGENCY FORMATION COMMISSION

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

CERTIFICATE OF COMPLETION

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

1. The short-form designation, as determined by LAFCo, is Annexation of 245 Shawnee Pass, Portola Valley to the West Bay Sanitary District
2. The name of each district or city involved in this change of organization or reorganization and the kind or type of change of organization ordered for each city or district are as follows:

City or District

Type of Change of Organization

West Bay Sanitary District

Annexation

3. The above-listed cities and/or districts are located within the following counties: San Mateo County and Santa Clara County.
4. A description of the boundaries of the above-cited change of organization or reorganization is shown on the attached map, marked Exhibit A and by reference incorporated herein.
5. The territory involved in this change of organization or reorganization is uninhabited.
6. This change of organization has been approved subject to the following terms and conditions, if any: None
7. The resolution confirming this change of organization was adopted on March 18, 2026, by LAFCo, is marked Exhibit B, and by reference incorporated herein.

I hereby certify that I have examined the above-cited resolution, including any terms and conditions, and the map description and have found these documents to be in compliance with Resolution 1348, adopted on March 18, 2026.

Dated: June 29, 2026

Roberto J Bartoli Jr.
Executive Officer

COMMISSIONERS: VIRGINIA CHANG KIRALY, CHAIR, SPECIAL DISTRICT ▪ ANN DRAPER, VICE CHAIR, PUBLIC ▪ KATI MARTIN, SPECIAL DISTRICT
▪ DAVID J CANEPA, COUNTY ▪ DEBBIE RUDDOCK, CITY ▪ STEPHEN RAINALDI, CITY ▪ JACKIE SPEIER, COUNTY ▪

ALTERNATES: NOELIA CORZO, COUNTY ▪ KATHRYN SLATER-CARTER, SPECIAL DISTRICT ▪ GREG WRIGHT, CITY ▪ COLLEEN YOU, PUBLIC

STAFF: ROB BARTOLI, EXECUTIVE OFFICER ▪ SARAH FLAMM, MANAGEMENT ANALYST ▪ TIM FOX, LEGAL COUNSEL ▪
DIANE ESTIPONA, CLERK

EXHIBIT "A"

EXHIBIT A PAGE 2 OF 3 GEOGRAPHIC DESCRIPTION
ANNEXATION TO WEST BAY SANITATION DISTRICT
LANDS OF SCEUER AND A PORTION OF SHAWNEE PASS

All that certain real property situate in the Town of Portola Valley, County of San Mateo, State of California, being all of Lot 12, Block 4 and a portion of Shawnee Pass as said Lot, Block and right-of-way are shown on that certain Map entitled "Tract No. 774 Arrowhead Meadows Unit No. 4", filed for record in the Office of the Recorder of said County on March 17, 1959, in Volume 50 of Maps at Pages 45 through 48; being more particularly described as follows:

Beginning at a point on the northerly right-of-way of Shawnee Pass as shown on said Map, said point being the southerly corner of said Lot 12;

Course 1:

Thence along the southwesterly line of said Lot 12 North 39°15'00" West, 327.70 feet to the westerly corner of said Lot 12;

Course 2:

Thence along the northwesterly line of said Lot 12 North 24°30'00" East, 54.09 feet to the northerly corner of said Lot 12;

Course 3:

Thence along the northeasterly line of said Lot 12 South 65°30'00" East, 386.75 feet to the easterly corner of said Lot 12, said corner being a point on said northerly right-of-way line of Shawnee Pass;

Course 4:

Thence South 48°23'26" East, 25.00 feet to a point on the centerline of Shawnee Pass, said point also being the beginning of a non-tangent curve to the right being concave to the northwest, having a radius of 400.00 feet and to which point a radial line bears South 48°23'26" East;

Course 5:

Thence southwesterly along said centerline of Shawnee Pass and said curve through a central angle of 9°08'26" a distance of 63.81 feet;

Course 6:

Thence South 50°45'00" West, 50.00 feet to the northeasterly line of the lands annexed to Westbay Sanitary District as described in Resolution No. 1171;

EXHIBIT "A"
GEOGRAPHIC DESCRIPTION
ANNEXATION TO WEST BAY SANITATION DISTRICT
LANDS OF SCEUER AND A PORTION OF SHAWNEE PASS

Course 7:

Thence along said northeasterly line North 39°15'00" West, 25.00 feet to said northerly right-of-way of Shawnee Pass and the northerly line of said Resolution 1171;

Course 8:

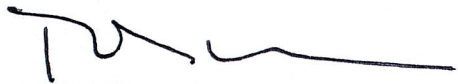
Thence along said northerly right-of-way of Shawnee Pass and the northerly line of said Resolution 1171 South 50°45'00" West, 110.00 feet to the Point of Beginning

As shown on the plat attached hereto and made a part hereof.

Containing an area of: 49,660 sq. ft or 1.140 acres, more or less.

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

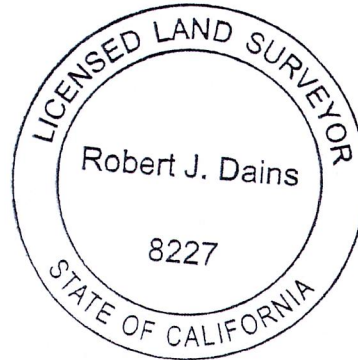
Description prepared by Dains Land Surveying, Inc.



Robert J. Dains L.S. 8227

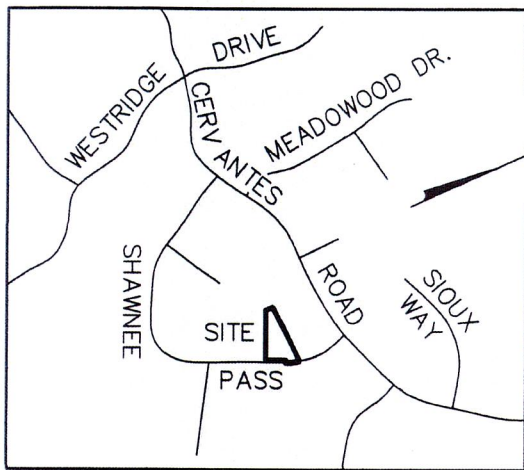
April 30, 2026

Date



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

EXHIBIT A PAGE 2 OF 3



VICINITY MAP

NOT TO SCALE

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

EXHIBIT H PAGE 3 OF 3

LEGEND

PROPOSED ANNEXATION AREA
 EXISTING ANNEXATION AREA
 ADJACENT PROPERTY LINES

LANDS OF
 ANDRIGHETTO
 LOT 4, BLOCK 1
 57 MAPS 5
 A.P.N.
 077-241-040

LANDS OF
 CHAD
 LOT 3, BLOCK 4
 50 MAPS 45-48
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LANDS OF SCHEUER
 LOT 12, BLOCK 4
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 DOC. NO. 2015-112082
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 LOT 4, BLOCK 4
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LANDS OF
 HOLMSTROM
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LANDS OF
 GURTNER
 LOT 4, BLOCK 2
 57 MAPS 5
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 077-240-190

WBSD RESOLUTION
 NO. 1171

LANDS OF YOUNG
 PARCEL "A"
 57 MAPS 5
 A.P.N. 077-240-350

N 24°30'00" E
 54.09'
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 N 39°15'00" W 327.70'
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COURSE: 3
 S 65°30'00" E 386.75'

COURSE: 5
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 L=63.81'

COURSE: 8
 S 50°45'00" W 110.00'
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 COURSE: 7

50.00'
 S 50°45'00" W
 COURSE: 6

COURSE: 4
 S 48°23'26" E
 25.00'(RADIAL)

GRAPHIC SCALE

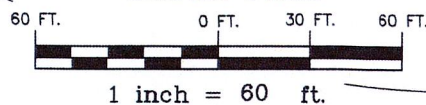


EXHIBIT "B" - PLAT TO ACCOMPANY LEGAL DESCRIPTION

WEST BAY SANITARY DISTRICT ANNEXATION - 245 SHAWNEE PASS

PORTOLA VALLEY

SAN MATEO COUNTY

CALIFORNIA

PLAT:
 RJD

SCALE:
 1"= 60'

DATE:
 04/30/2026

JOB #:
 26-1701

DAINS LAND SURVEYING

rdains@dainslandsurveying.net

(650) 743-0831

EXHIBIT 13 PAGE 2 OF 3

RESOLUTION NO. 1348

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF THE COUNTY OF SAN MATEO
MAKING DETERMINATIONS, APPROVING LAFCO FILE 26-01 -
ANNEXATION OF 245 SHAWNEE PASS, PORTOLA VALLEY (APN 077-331-080)
TO THE WEST BAY SANITARY DISTRICT AND THE ON-SITE WASTEWATER DISPOSAL ZONE, AND
WAIVING CONDUCTING AUTHORITY PROCEEDINGS**

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

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

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

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

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

WHEREAS, the proposal is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15319(a) & (b) (Annexations of Existing Facilities and Lots for Exempt Facilities); and

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

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

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

Section 3. The territory consists of 1.07 acres, is found to be "uninhabited," and is assigned the following distinctive short form designation: Annexation of 245 Shawnee Pass, Portola Valley to the West Bay Sanitary District.

Section 4. Conducting authority proceedings are hereby waived in accordance with Government Code Section 56662(a) and this annexation is hereby ordered.

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

APPROVED
SAN MATEO LOCAL AGENCY
FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063
EXHIBIT 0 PAGE 2 OF 3

Regularly passed and adopted this 18 day of March 2026.

Ayes and in favor of said resolution:

Commissioners:

Stephen Rainaldi

Ann Draper

Kati Martin

Greg Wright

Dave Canepa

Jackie Speier

Virginia Chang Kiraly

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

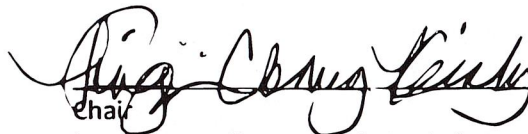
EXHIBIT 11 PAGE 3 OF 3

Noes and against said resolution:

Commissioner(s):

Absent and/or Abstentions:

Commissioner(s):


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

ATTEST:



Roberto Bartoli
Executive Officer
Local Agency Formation Commission

Date: 3/18/2026

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



Clerk to the Commission
Local Agency Formation Commission

Date: 3/18/2026



WEST BAY SANITARY DISTRICT AGENDA ITEM 4

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *Consider Adoption of Resolution Accepting the HF&H Technical Report Regarding Recycled Water Facility Capacity Fees and Rates; Setting a Public Hearing for October 14, 2026; and Directing the Provision of Notice Pursuant to Article XIII D, Section 6 of the California Constitution (Proposition 218)*

Recommendation

Adopt Resolution No. ____ (2026) accepting the HF&H Technical Report regarding recycled water capacity fees and O&M rates; setting a public hearing for October 14, 2026, to consider proposed recycled water capacity fees and O&M rates; and directing staff to provide written notice in accordance with Article XIII D, Section 6 of the California Constitution (Proposition 218).

Background

The West Bay Sanitary District Bayfront Recycled Water Facility (also known as the "Facility") is the planned construction of a water supply project that will deliver recycled water produced by the District from the Bayfront Recycled Water Facility located at the Flow Equalization and Resource Recovery Facility (FERFF). Recycled water will be conveyed from the recycled water treatment facility to a series of storage tanks and a distribution system for irrigation purposes, commercial, industrial, multifamily, and mixed use, and any approved means. Due to recent updates to identified recycled water customers, the District has revised projections of how much the Facility will initially treat. The Facility will initially treat 0.2 million gallons per day (MGD) of wastewater and would be completed in time to deliver recycled water by Fiscal Year End (FYE) 2027. Subsequently, the Facility will be expanded, without needing additional basins, to provide 1.0 MGD, with full production by FYE 2030. However, with the revision to recycled water customer demand projections, the District projects a slower rate of growth of recycled water demand. Therefore, the District projects to serve the full capacity of customers by FYE 2034.

In 2025 the District contracted with HF&H Consultants (HF&H) to identify potential funding strategies to sustain the Facility. Specifically, the District sought methods to charge new recycled water connections, as well as recover charges for the ongoing maintenance and operations expenses incurred for the Facility.

In March, HF&H prepared a draft report with their findings and recommendations to establish a basis for contributions in aid of construction amounts, a five-year recycled water connection fee schedule, and a five-year recycled water rates schedule.

In June, the analysis was revised to account for new projections of recycled water use and accounts connecting to the system. These changes revised both the capacity fees and the recycled water rates.

HF&H has revised the draft report with updated capacity fees, contributions in aid of construction, and recycled water rates for the Board's consideration and approval.

Analysis

The analysis included review of all Facility construction and planning costs to date, future operations and maintenance (O&M) costs to operate the Facility and distribute recycled water, existing funding, and development of reserves for future repairs to the system. Projections of O&M costs also accounted for savings from the recently adopted solar project, which would provide an estimated 1 million kilowatt-hours (kWh) of energy annually in place of electricity provided by PG&E.

The proposed capacity fees are meant to recover the capital expenses incurred by the District to allow for connection to the system.

The analysis calculated recycled water rates to recover the O&M costs that will be incurred by the District to provide recycled water service. These unit rates exceed those rates currently billed for potable water service by the City of Menlo Park and Cal Water. To incentivize participation in the recycled water program, the District may choose to set rates below the costs so that the rates charged by the District are competitive with the rates charged by these agencies. The proposed fees phase in the cost of service over a ten-year period, such that rates would fully recover O&M expenses beginning FY 2036-37. Any shortfall between collected revenues and expenses incurred could be mitigated through the use of Sewer Fund reserves that the recycled water rate payers would pay back over time. The analysis includes a long-term projection such that initially rates from FY 2027-28 through FY 2036-37 would include interest payments for any cumulative shortfall. Then beginning FY 2037-38, rates would include repayment of both the principal and interest of the cumulative shortfall absorbed by the Sewer Fund through a 20-year payback schedule.

The Board is requested to provide their input regarding the capacity fees and recycled water rates proposed and to vote whether to proceed with the adoption process of the proposed fees and rates.

Because the proposed recycled water O&M rates constitute property-related fees or charges subject to Article XIII D, section 6 of the California Constitution (Proposition 218), formal written notice to affected property owners and a majority-protest proceeding at that hearing are required prior to adoption.

Government Code section 53759.1 also authorizes the District to establish a written-objection procedure for persons or entities asserting that the proposed property-related rates do not comply with Article XIII D. The proposed resolution establishes that procedure. Assuming the Proposition 218 notice is mailed on August 13, 2026, written

objections must be received by September 28, 2026. The District will prepare written responses to all timely objections and present the objections and responses to the Board before or during the October 14 public hearing. Failure to submit a timely written objection specifying the grounds for alleged noncompliance may bar a later judicial challenge on grounds not timely raised.

The proposed resolution would:

1. Accept the HF&H Technical Report and direct that it be maintained on file for public review;
2. Set a public hearing for October 14, 2026 to consider adoption of recycled water capacity fees and O&M rates;
3. Direct staff to mail written notice, including the requirements of Government Code section 53759.1, at least forty-five (45) days prior to the hearing to record owners of parcels within the Bayfront recycled water delivery zone, as reflected on the last equalized assessment roll, and to any tenants or customers directly liable for the charges; and
4. Authorize staff to take all actions necessary to implement the notice and hearing process.

Fiscal Impact

Capital Cost Charges

Customers connecting to the system would be assessed a one-time capacity fee, at the time of connection, of \$17.77 per gallon of average day peak month demand, if connecting in FY 2026-27, and this would increase to \$26.42 per gallon of average day peak month demand by FY 2030-31. This capacity fee would cover the historical debt service payments for capital-related costs paid by the District before the customer connected.

Customers connecting to or receiving certain water allocation of the recycled water system prior to July 1, 2028, will pay a Contribution in Aid of Construction (CIAC) fee at a rate of \$79.37 per gallon of average day peak month demand for covering capital-related costs and would begin paying the O&M charge to cover O&M costs as they receive recycled water. Customers who pay the higher CIAC, instead of the capacity charge, will pay a lower O&M charge on the volume of water used, as discussed below. With the revisions to the analysis, the District does not currently have any agreements in place with future recycled water customers that will make a contribution in aid of construction payment in place of a capacity fee.

The District could also consider individual developer agreements for existing potable water customers, which spread the payment of a subject capacity fee over time to make it feasible for customers to receive recycled water.. The cost of these agreements is specific to the individual customer's patterns of water use and the term of the payback period.

Recycled Water Usage Charges

Customers that connect to the system who pay a capacity fee would begin paying for recycled water service at a rate of \$10.69 per hundred cubic feet (HCF) of recycled water in FY 2027-28. and this would increase each year to \$16.78 per HCF by FY 2031-32.

Customers that choose to make the Contribution in Aid of Construction to provide working capital to the District which supports the immediate paydown of the District's State Revolving Fund Loan, will pay a lower recycled water usage rate.. The lower rate excludes repayment of the debt service component. These customers would begin paying a rate of \$9.25 per HCF of recycled water used in FY 2027-28, and this would increase each year to \$13.13 per HCF by FY 2031-32.

To provide these reduced rates and an overall phasing-in of recycled water, rates would require an estimated \$20.8 million inter-fund loan from the District's Sewer Fund. This loan would not occur as one lump sum as reserves would be drawn upon each year a shortfall occurs during the period of FY 2027-28 through 2035-36. The largest single-year shortfall is projected to be \$4.0 million in FY 2028-29, pending the timing of the operation of the plant, contributions in aid of construction, customer connections, and subsequent water sales.

Environmental Review

Acceptance of the Technical Report, scheduling of a public hearing, and direction to provide notice are administrative and fiscal actions that do not constitute a project under the California Environmental Quality Act (CEQA) or, alternatively, are exempt because they have no potential to result in a direct or reasonably foreseeable physical change in the environment.

Conclusion

The proposed resolution is the next procedural step in establishing a funding framework for the Bayfront Recycled Water Facilities Project. Acceptance of the Technical Report and initiation of the Proposition 218 notice process will allow the Board to consider proposed fees and charges at a duly noticed public hearing on October 14, 2026.

Attachments

Resolution No. ____ (2026)

218 Notice

HF&H Technical Report (on file with the District)

RESOLUTION NO. ____ (2026)

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST
BAY SANITARY DISTRICT ACCEPTING THE HF&H TECHNICAL
REPORT REGARDING RECYCLED WATER CAPACITY FEES AND
RATES; SETTING A PUBLIC HEARING FOR OCTOBER 14, 2026;
AND DIRECTING THE PROVISION OF NOTICE PURSUANT TO
ARTICLE XIII D OF THE CALIFORNIA CONSTITUTION
(PROPOSITION 218)**

WHEREAS, the West Bay Sanitary District ("District") is constructing the Bayfront Recycled Water Facilities Project to provide recycled water service to properties within the Bayfront recycled water delivery zone; and

WHEREAS, the District has retained HF&H Consultants to prepare a technical report entitled "Recycled Water Facility Capacity Fees and Rates," dated August 7, 2026 (the "Technical Report"), which analyzes and recommends recycled water capacity fees and ongoing operations and maintenance ("O&M") rates; and

WHEREAS, the Technical Report identifies the capital costs of the recycled water system, estimated at approximately \$79.37 million after anticipated grant funding, and establishes a methodology for allocating such costs among users based on capacity and demand; and

WHEREAS, the Technical Report further recommends a schedule of capacity fees and volumetric O&M rates designed to recover the reasonable costs of providing recycled water service and to allocate such costs in proportion to the benefits received; and

WHEREAS, the proposed recycled water O&M rates constitute property-related fees and charges subject to the requirements of Article XIII D, Section 6 of the California Constitution (Proposition 218); and

WHEREAS, Proposition 218 requires that the District provide written notice of the proposed property-related fees and charges to the record owners of all parcels subject thereto, as shown on the last equalized assessment roll, and to any tenants directly liable to pay the fees, at least forty-five (45) days prior to the public hearing; and

WHEREAS, Government Code section 53759.1 authorizes the District to establish a written-objection and exhaustion-of-remedies procedure for challenges alleging that a property-related water or sewer fee or charge does not comply with Article XIII D, provided the District complies with the procedures specified in that section; and

WHEREAS, the Board of Directors desires to accept the Technical Report, set a date for a public hearing on the proposed fees and charges, and direct staff to provide notice in accordance with Proposition 218.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the West Bay Sanitary District as follows:

Section 1. Acceptance of Technical Report.

The Board of Directors hereby accepts the HF&H Consultants Technical Report entitled “Recycled Water Facility Capacity Fees and Rates,” dated August 7, 2026, and directs that it be maintained on file and made available for public review.

Section 2. Public Hearing.

The Board of Directors hereby sets a public hearing for October 14, 2026, at a time to be specified in the notice, to consider the adoption of:

- (a) recycled water capacity fees; and
- (b) recycled water operations and maintenance charges (rates), for the District’s recycled water system.

Section 3. Proposition 218 Notice.

The Board of Directors hereby directs District staff to provide written notice of the public hearing and the proposed fees and charges in accordance with Article XIII D, Section 6 of the California Constitution, including the following:

Recipients of Notice.

Notice shall be mailed to:

- (a) the record owner of each identified parcel within the Bayfront recycled water delivery zone, as shown on the last equalized assessment roll; and
- (b) any tenant or customer potentially directly liable to pay the proposed fees or charges within the delivery zone.

Timing of Notice.

Such notice shall be mailed at least forty-five (45) days prior to the date of the public hearing.

Contents of Notice.

The notice shall include, at a minimum:

- (a) the amount of the proposed fees and charges or the method by which they are calculated;
- (b) the basis upon which the fees and charges are proposed;
- (c) the reason for the proposed fees and charges;
- (d) the date, time, and location of the public hearing; and
- (e) a description of the procedure for submitting written protests.

(f) a description of the procedure for submitting a written legal objection pursuant to Government Code § 53759.1.

Section 4. Protest Proceedings.

At the public hearing, the Board of Directors shall consider all written protests submitted in accordance with Proposition 218. If written protests are submitted by a majority of affected parcel owners, the proposed fees and charges shall not be imposed.

Section 5. Legal Objections.

Whether or not a majority of affected properties submit the protests described above, ratepayers may file a legal objection with the District. Any such objection must be in writing and include the following information: (1) your printed name, original signature, and your property's street address or utility account number, (2) the specific rate or charge that you claim is unlawful, and (3) the grounds for your claim that the rate or charge is unlawful. Please note that the grounds must be sufficiently detailed to allow the District to understand it and respond appropriately. A general statement such as, "This violates state law," is insufficient. As noted above, the study explaining the basis for the proposed rates is on the District's website. Legal objections may be mailed or hand delivered to West Bay Sanitary District, 500 Laurel Street, Menlo Park, California 94025. Objections must be received no later than Monday, September 28, 2026. This deadline is prior to the rate hearing on October 14, 2026, so that the District may review objections and respond to them adequately at that hearing. All timely written objections and the District's written responses shall be presented to the Board for consideration before or during the public hearing.

Section 6. Administrative Record.

District staff shall compile and preserve the administrative record for the proposed recycled water O&M rates consistent with Government Code section 53759.2, including the Technical Report and supporting materials, staff reports, notices and proof of mailing, written objections and District responses, written correspondence and evidence received before completion of the public hearing, meeting minutes or transcripts, written protests and protest-tabulation records, and the District's final action on the proposed rates.

Section 7. Authorization of Staff.

The General Manager and District staff are hereby authorized and directed to take all actions necessary to implement this Resolution, including preparation and mailing of the required notices, making the Technical Report available for public inspection, receiving and maintaining written protests and objections, preparing written responses to timely objections, and compiling the administrative record.

Section 8. Effective Date.

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the Board of Directors of the West Bay Sanitary District at a regular meeting held on August 12, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Fran Dehn, President
Board of Directors
West Bay Sanitary District

ATTEST:

David Walker, Secretary
Board of Directors
West Bay Sanitary District



WEST BAY SANITARY DISTRICT

Recycled Water Facility Capacity Fees and Rates

August 7, 2026



August 7, 2026

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

Sent via email: sramirez@westbaysanitary.org

Subject: Recycled Water Facility Capacity Fees and Rates

Dear Sergio Ramirez,

HF&H Consultants (HF&H) is pleased to submit this report to set the West Bay Sanitary District's (District's) recycled water rates and connection fees. The report summarizes the analysis that was conducted to develop the recommended rates and fees.

Sincerely,

Rick Simonson
Senior Vice President

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A. FINANCIAL PLAN TABLES

GLOSSARY

APEC	Anderson Pacific Engineering Construction
CIAC	Contributions in Aid of Construction
Facility	Bayfront Recycled Water Facility
FY	Fiscal Year
HCF	Hundred cubic feet of metered water; 748 gallons; a cube of water 4.6 feet on edge.
LAIF	Local Agency Investment Fund
MGD	Million gallons per day
O&M	Operations and Maintenance
RFQ	Request for Qualifications
Sewer Fund	The West Bay Sanitary District's reserves.
SRF	State Revolving Fund
W&C	Woodard & Curran

ACKNOWLEDGEMENTS

District Board Members

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

District Staff

Sergio Ramirez, General Manager
Jed Beyer, Water Quality Manager
Fariborz Heydari, District Engineer

Woodard & Curran

Dave Richardson, Senior Principal
Ryker Brown, Principal

HF&H Consultants, LLC

Rick Simonson, Senior Vice President
Gabe Sasser, Project Manager
La Velda Peterson, Assistant Analyst

LIMITATIONS

This document was prepared solely for the West Bay Sanitary District (District) in accordance with the contract between the District and HF&H Consultants, (HF&H) and is not intended for use by any other party for any other purpose.

In preparing this study, we relied on information from the District which we consider accurate and reliable. Our analysis is based on the best available information at the time of the study.

Rounding differences caused by stored values in electronic models may exist.

This document represents our understanding of relevant laws, regulations, and court decisions but should not be relied upon as legal advice. Questions concerning the interpretation of legal authorities referenced in this document should be referred to a qualified attorney.

I. Executive Summary

West Bay Sanitary District (District) currently provides sewer services and solid waste collection services to customers across portions of Menlo Park, Atherton, and Portola Valley. In addition to its current services, the District has initiated construction on a recycled water treatment facility that will be put into service July 2027. The District seeks to establish capacity fees to charge future recycled water connections and rates to charge future recycled water customers for ongoing service.

This study documents the process by which the District's proposed recycled water capacity fees and rates were analyzed. This report describes how capital expenditures were determined and how these expenditures affected the capacity fees calculated. Further, this report describes how future expenses are apportioned among customer classes who will receive recycled water service.

FINANCIAL PLAN

This report presents an updated financial plan for the District's recycled water program that incorporates the capital costs to build the Bayfront Recycled Water Facility (Facility), as well as long-term operating costs to provide service to future recycled water customers. The District's financial plan comprises:

- Projected District capital expenditures to build the Facility.
- Projected District operating expenses to maintain the recycled water system.
- Projected revenues from the District's proposed capacity fees, Contributions in Aid of Construction (CIAC), and recycled water rates.

FINDINGS AND RECOMMENDATIONS

Future customers (e.g., developers or individual customers) can pay to connect to the system in one of two ways. First, customers may contribute cash payments (i.e., CIAC) at the time of construction. These cash payments reduce the District's need to secure additional funding for construction of the Facility. Customers who do not make these payments will pay a capacity fee at the time of connection. While all customers will pay for ongoing maintenance expenses, only customers who pay a capacity fee will also pay for debt service through demand-related recycled water rates.

Recycled water rate calculations are subject to the projection of water sold. During the Facility's initial seven years of operation, costs will be shared among a smaller ratepayer base, resulting in cost recovery rates that are significantly higher than the potable water rates charged by the neighboring agencies of Cal Water Bear Gulch District and the City of Menlo Park. To incentivize participation in the recycled water program, the District may choose to set rates below the costs of providing service so that the rates charged by the District are competitive with the rates charged by these neighboring agencies. Effectively, the District would be phasing in the full cost of recycled water service over a 10-year period.

The District would temporarily bridge revenue shortfalls brought on by charging these phased-in recycled water rates through an interfund loan from its Sewer Fund. The Sewer Fund loan will be paid back over a 30-year period, with the first 10 years being interest only payments to help keep the recycled water rates competitive with the neighboring agencies.

It is recommended that the District proceed with adopting the following schedule of capacity fees for fiscal year (FY) 2026-27 through FY 2030-31 and rates for its recycled water program for FY 2027-28 through FY 2031-32, as shown in **Figure 1-1**.

Figure 1-1. Proposed CIAC, Capacity Fees, and Rates

Proposed Fees and Rates	Fiscal Year					
	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Capacity Fees/Payments						
Projected Capacity Fees						
(at time of connection)						
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42	\$29.25
Contributions in Aid of Construction						
\$ per Gallon of Avg. Day Peak Month Demand	\$79.37	\$79.37	N/A	N/A	N/A	N/A
Recycled Water Rates						
Water Usage Rates (\$/hcf)	N/A	\$10.69	\$11.81	\$13.51	\$15.57	\$16.78
Water Usage Rates for CIAC Customers (\$/hcf)	N/A	\$9.25	\$10.33	\$11.40	\$12.74	\$13.13

II. Introduction

BACKGROUND

The District's Facility project will initially treat 0.3 million gallons per day (MGD) of wastewater and would be completed in time to deliver recycled water by FY 2027-28. The Facility will subsequently be expanded to provide 1.0 MGD of capacity without requiring additional basins, with full production by FY 2029-30.

The proposed project would divert wastewater from the 36-inch sewer pipeline near the intersection of Bayfront Expressway and Marsh Road. The wastewater would then be pumped to a treatment and storage facility to be constructed at the site of the former wastewater treatment facility near the entrance of Bedwell Bayfront Park. The new treatment facility would include grit removal and fine screening, biological reactor tanks, a membrane bioreactor treatment system, and ultraviolet disinfection. The product water would be stored in a recycled water tank, and a distribution pump station would deliver recycled water to customers in the Bayfront area.

A preliminary recycled water market assessment was conducted as part of a market survey in 2014. Subsequently, Woodard and Curran (W&C) updated and refined the assessment through meetings with potential customers (e.g., Meta) and local developers (e.g., Signature, Tarlton, Greystar) to establish demand projections. W&C's refined market survey identified 0.4 MGD of demand from interested developers and up to 0.26 MGD of demand from existing Meta properties.

In July 2026, demands were further revised to reflect a more gradual pace of demand growth and new subscriptions. Consequently, the District anticipates having to provide capacity for peak demand of 0.2 MGD in FY 2027-28 and full capacity of 1.0 MGD will be reached in FY 2033-34. The District will have the ability to expand to full production by FY 2029-30 if customer growth occurs more rapidly.

FINANCIAL PLAN

This report presents a financial plan for the District's recycled water fund. The District's recycled water fund financial plan comprises the following:

1. Projected capital and operating costs to construct and operate the proposed Facility. Initially, these costs were based on the May 2, 2025 technical memorandums prepared by W&C and recently executed construction contracts, with a subsequent September 24, 2025 update of projected power costs to operate the Facility. Additionally, operating expenses were updated in June 2026 to reflect energy savings delivered as a result of the District's solar project. Capital costs have been updated to reflect additional costs since September 2025, including the solar project installation and available federal rebate approved by the District's Board of Directors on February 25, 2026.
2. Project funding, projected costs, and projected rates to be charged to future customers. There are two types of customers, each has its own requirements for how

much and when a new connection must contribute toward the cost to construct the Facility and the ongoing operations and maintenance (O&M) expenses.

3. Reduced rates to encourage customers to join the recycled water program. The plan considers a 10-year phase-in of rates to meet the projected costs and how the shortfall will be made up in future rates beyond the initial 10-year period.

The results of the financial plan indicate the annual increases in recycled water rates that are projected to fund the District's expenses and maintain adequate reserves. Detailed spreadsheets, comprising a 12-year financial plan, are included in **Appendix A**. This duration corresponds to the phase-in of recycled water rates discussed in **Section V**.

REPORT ORGANIZATION

The report is divided into the following sections: Expense Projections, Capital Facility Funding, O&M Facility Cost Recovery, and Recommendations.

A Glossary of technical terms and acronyms is provided following the Table of Contents.

Additional details pertaining to the 12-year rate study can be found in **Appendix A**.

III. Expense Projections

Expense projections of the Facility are comprised of capital costs to build the Facility and O&M costs to provide recycled water service once customers have connected to the system and the Facility is online.

CAPITAL FACILITY COSTS

In September 2023, the District advertised a Request for Qualifications (RFQ) for design-build services to construct the Facility. The successful bidder was Anderson Pacific Engineering Construction (APEC), who successfully constructed the District's Sharon Heights Recycled Water Project. The District entered into an agreement with APEC to construct the Facility for approximately \$84.8 million dollars. In addition to the construction costs, the District has incurred planning costs and entered into agreements with various outside contractors to manage and inspect the progress of the project. **Figure 3-1** summarizes the total project cost of \$94,373,013. The District has applied for and will receive \$15,000,000 in grant funds to offset a portion of the project costs, reducing the amount to be recovered from customers connecting to the system to \$79,373,013.

Figure 3-1. Net Facility Capital Costs

Facility Capital Project Costs	
WBSD Planning Costs (2017-2019)	\$289,211
Anderson Pacific Contract - Phase 1	\$7,148,843
Anderson Pacific Contract - Phase 2	\$77,642,325
Woodard & Curran - Contract A	\$62,710
Woodard & Curran - Contract B	\$950,890
Woodard & Curran - Contract C	\$1,590,861
KAZ Associates - Stormwater Inspections	\$54,150
BAGG Engineers - Compaction, Material Testing	\$271,335
Net Solar Project Costs	\$2,862,688
Pipeline Extension for Future Growth	\$3,500,000
Total Facility Project Cost	\$94,373,013
(Less) Estimated Grant Funding	(\$5,000,000)
(Less) Additional Grant Funding	(\$10,000,000)
Net Facility Project Cost	\$79,373,013

O&M FACILITY COSTS

Once the Facility is built and operations begin, W&C's opinion of the probable annual O&M costs to treat and deliver recycled water ranges from \$2,660,356 (in 2025 dollars) for the 0.2 MGD output and \$4,413,084 (in 2025 dollars) for the full production of 1.0 MGD in 2034, as shown in **Figure 3-2**. These include collecting reserves for the future repair and replacement of Facility assets. With the installation of solar panels, the District could see a range of savings between 30% and 48% in power costs. Thus, the net projected costs after accounting for energy savings would range from \$2,059,356 for the 2.3 MGD output and \$3,812,084 for the full production of 1.0 MGD, as shown in **Figure 3-2**.

Figure 3-2. Projected Costs Included in O&M Rates

FY 2025-26 O&M Costs	Treatment Plant Capacity (MGD)				
	0.2	0.4	0.6	0.8	1.0
Power	\$1,263,544	\$1,446,970	\$1,656,600	\$1,826,925	\$1,984,148
Operating Costs	\$1,017,573	\$1,161,819	\$1,305,692	\$1,450,229	\$1,558,848
Capital Replacement Fund	\$379,239	\$471,351	\$642,416	\$733,485	\$870,088
Subtotal	\$2,660,356	\$3,080,140	\$3,604,708	\$4,010,639	\$4,413,084
(Less) Solar Energy Savings	(\$601,000)	(\$601,000)	(\$601,000)	(\$601,000)	(\$601,000)
Net Total	\$2,059,356	\$2,479,140	\$3,003,708	\$3,409,639	\$3,812,084

Projections of Facility O&M costs depend on the capacity available each year as construction of the Facility allows capacity to ramp up from the initial 0.3 MGD output in FY 2026-27 to the full output of 1.0 MGD projected for FY 2029-30. Initial savings from solar installation will begin in FY 2027-28 and have been modeled based on saving 1,000 kilowatt-hours per year. Refer to **Appendix A, Table 1** for future cost projections to be recovered through recycled water rates.

IV. Capital Facility Funding

There is a demonstrated demand for recycled water in the Bayfront area. The City of Menlo Park requires new development of 250,000 square feet or larger to use recycled water for irrigation and approved indoor uses (e.g., toilet flushing, cooling systems). These developments will be required to either construct on-site facilities to treat and re-distribute wastewater or receive water from a recycled water producer. Economies of scale can be realized if one regional facility is constructed to accommodate the demand, instead of many smaller, individual facilities for each development.

The \$79,373,013 in net capital costs to construct the Facility shown in **Figure 3-1** can be funded through CIAC from the interested developers identified by the market assessment, debt financing with a low-interest loan from the State Revolving Fund (SRF), or a combination of the two. The market assessment identified six new developments that will be required to use recycled water, and the District is in discussions with additional developments that may choose to connect and pay CIAC. **Figure 4-1** identifies the developers and their projected average peak day demand (in units of MGD). Willow Village was initially one of these six developments but has since made other plans and is not considered in this analysis as an initial connection.

Figure 4-1. Interested Developers and Projected Recycled Water Needs

Project/Developer	Average Day of Peak Month Demand (MGD)	% of Peak Demand
123 Independence (Sobrato)	0.001	0.1%
Commonwealth 3 (Sobrato)	0.000	0.0%
1350 Adams (Tarlton)	0.039	3.9%
Menlo Portal (Greystar)	0.013	1.3%
Menlo Uptown (Greystar)	0.012	1.2%
Menlo Flats (Greystar)	0.007	0.7%
CS Bio	0.006	0.6%
WBSD Extra Capacity	0.923	92.3%
Total	1.000	100.0%

The interested developers identified in the market assessment make up 7.7% of the total 1.0 MGD capacity. The remaining 92.3% of capacity would be used to serve existing District customers or other new developments separately identified.

CONTRIBUTIONS IN AID OF CONSTRUCTION

Based on the total projected construction costs of \$79,373,013 to serve the full capacity of 1.0 MGD of peak demand, the cost for developers to buy capacity in the system is \$79.37 per gallon of average day of peak month demand ($\$79,373,013 \div 1,000,000$ gallons). The estimated contribution for each of the interested developers is summarized in **Figure 4-2**. For example, the developer of the 1350 Adams project would contribute approximately \$1,011,968 (39,000 gallons per day x \$79.37 per gallon).

The currently projected cost for developers to buy capacity in the system, \$79.37 per gallon of average day of peak month demand, reflects \$15,000,000 in grant funding from the SRF. Any additional grant funding received by the District will be considered for reducing the construction costs used to calculate the per-gallon buy-in cost, which could benefit all developers and connectors. However, no further funding is anticipated at this time.

Figure 4-2. Capital Contributions in Aid of Construction

Derivation of Contributions in Aid of Construction Fee	
Net Facility Capital Costs	\$79,373,013
	÷
Total Average Day of Peak Month Demand	1,000,000
Buy-in Cost (per gallon of Avg. Day Peak Month Demand)	\$79.37

CIAC payments reduce the capital funding costs that the District must meet through the use of reserves and debt financing. However, because the District still has remaining capacity to serve future development, it will also use debt financing to fund the remaining cost of the Facility, which will be repaid through charges to future connections and ratepayers.

DEBT FINANCING

The District has secured \$66.6 million in funding from the SRF, including \$5,000,000 in grants that does not need to be paid back, leaving \$61.6 million as a low-interest loan to be paid back incrementally once the project has been completed. The additional funds necessary to construct the Facility will come from developers and connections through CIAC, as discussed earlier, and capacity fees from future customers. However, debt for the SRF loan will be repaid through the recycled water rates charged to customers. Refer to **Appendix A, Table 4** for the overall schedule of debt service that will begin once construction concludes. **Appendix A, Table 4** is the sum of two debt service schedules, the California Water Recycling Bonds (**Appendix A, Table 2**), and the California Clean Water SRF Loan (**Appendix A, Table 3**). Repayment of the debt service through the recycled water rates is discussed in **Section V**.

TYPES OF CONNECTIONS

Future customers (e.g., developers or individual customers) can pay to connect using one of two methods. The choice of system payment increases when customers choose to pay a capacity fee, as this fee also includes retired debt service for the District's two recycled water debt service obligations. Regardless of the payment option a customer chooses when connecting to the system, they will be responsible for paying the annual O&M costs based on their water use, as discussed further in **Section V**.

Developers Who Make Upfront CIAC

- Pay a one-time upfront capital payment based on MGD of peak month capacity needed (calculated at \$79.37 per gallon of average day peak month demand needed).
- Pay ongoing O&M charges based on actual use. The cost of ongoing O&M will be shared among the customers receiving recycled water service.

- Will not be charged for debt service payments or connection fees (i.e., will not be responsible for payback of the original construction loan as they have made an upfront cash payment).
- Must pay to connect before July 1, 2028. Capacity is reserved for them until connected.

Customers Who Do Not Make Upfront CIAC Payments

- Pay annually for a proportionate share of annual debt service (including interest) on the original construction loan, in lieu of a one-time upfront capital payment.
- Pay a one-time connection fee equal to a proportionate share of cash-funded capital at the time of connection. Connection fees increase annually as retired debt service accumulates.
- Share in ongoing O&M charges with CIAC customers.
- Can connect at any time.

CAPACITY FEES BY CONNECTION TYPE

Capacity fees are used to recover a connection's proportionate share of the costs of existing facilities that provide capacity needed to serve that connection. Growth can occur anywhere within the recycled water service area. Hence, the facilities required to serve the District's current customers (CIAC customers) are the same facilities that provide service for growth.

The existing facilities represent all infrastructure that will be required to meet demands within the near term. As a new utility, the District's recycled water system currently consists of the Facility, which will be largely funded through debt service and, to a lesser extent, cash-funded capital, as shown in **Figure 4-3**. Since debt service is to be repaid through recycled water rates, only the portion of debt service that has been retired may be accounted for in the capacity fee analysis. **Figure 4-4** calculates the capacity fee for connections based on the value of the existing facilities and the available capacity at the time of connection. Repayment of debt service does not begin until FY 2028-29. Before repayment begins, capacity fees only include the value of cash-funded capital, net of depreciation.

Figure 4-3. Remaining Capital Funding

Remaining Funding	
Net Facility Project Cost	\$79,373,013
(Less) Clean Water SRF. Bonds	(\$61,600,000)
(Less) CIAC	\$0
Remaining Funding	\$17,773,013

Figure 4-4. Capacity Fee Calculations

	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31
Cash-Funded Capital	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013
(Less) Depreciation	\$0	(\$355,460)	(\$710,921)	(\$1,066,381)	(\$1,421,841)
	\$17,773,013	\$17,417,553	\$17,062,093	\$16,706,632	\$16,351,172
Construction Cost Index	1.000	1.033	1.067	1.102	1.138
Cash Funded Capital (RCNLD)	\$17,773,013	\$17,988,630	\$18,199,279	\$18,404,404	\$18,603,415
Retired Debt Service	\$0	\$0	\$2,543,808	\$5,180,977	\$7,818,146
Subtotal	\$17,773,013	\$17,988,630	\$20,743,087	\$23,585,381	\$26,421,561
Total Capacity (MGD)	1.00	1.00	1.00	1.00	1.00
(Less) Capacity Reserved from CIAC	0.00	0.00	0.00	0.00	0.00
Available Capacity (MGD)	1.00	1.00	1.00	1.00	1.00
Available Capacity (gallons)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42

Depreciation based on 50-year useful life of the Facility funded by the cash-funded capital in FY 2026-27.

Currently no customers have reserved capacity by agreeing to make a CIAC payment.

Refer to **Appendix A** for the capacity fee projections schedule. Capacity fees received from customers will provide supplemental funding for the District to invest in capital improvements.

Figure 4-5 provides the proposed capacity fees and the corresponding fees used to calculate CIAC payments for FY 2026-27 through FY 2030-31. Note: The calculation of the capacity fees does not currently reflect receiving any CIAC payments (i.e., developer contributions) prior to the Facility coming online.

Figure 4-5. Connection Fees by Stage

	Fiscal Year				
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Capacity Fees/Payments					
Projected Capacity Fees					
(at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42
Contributions in Aid of Construction					
\$ per Gallon of Avg. Day Peak Month Demand	\$79.37	\$79.37	N/A	N/A	N/A

CAPACITY FEE AGREEMENTS

Existing potable water customers served by Menlo Park or the Cal Water Bear Gulch District may be less motivated to move from their existing service to the District's recycled water program. A capacity fee may be an additional barrier to entry for these customers, who may be reluctant to make a one-time payment based on their proportionate share of system

capacity. To promote participation in the recycled water program, the District may establish individual agreements that allow customers to pay capacity fees over time. Such arrangements will reduce the upfront costs for prospective customers and support the development of a consistent demand base for the Facility during its initial years of operation. Each arrangement is subject to negotiation between the District and the customer and should be based on the capacity fees calculated in **Figure 4-5**. However, the repayment structure, including the repayment term, payment frequency, method of fee recovery, and any applicable carrying costs, would be determined through individual customer agreements. The District would need to administer and track these agreements to ensure that each customer pays their proportionate share of system capacity based on the information available at the time of connection.

V. O&M Facility Cost Recovery

RECYCLED WATER RATES BY STAGE OF CONNECTION

Once customers have connected to the system, they will participate in recovering the cost of ongoing O&M expenses through recycled water rates. In addition to the O&M expenses and future capital reserve funding identified in **Figure 3-2** and **Appendix A, Table 1**, recycled water rates will also cover the cost of annual debt service that the District pays for the original Facility. These expenses are shown in **Figure 5-1**.

Figure 5-1. Unit Rate Projections for Cost Recovery

Recycled Water Service Unit Costs - Connections Paying CIAC					
Assumed Plant Capacity (MGD)	0.2	0.2	0.4	0.4	0.6
Fiscal Year	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32
Annual Operational Cost	\$2,256,048	\$2,362,620	\$2,989,327	\$3,135,476	\$3,996,382
Annual Water use (MG)	58.40	58.40	116.80	116.80	175.20
Rate per million gallons	\$38,631	\$40,456	\$25,594	\$26,845	\$22,810
Recycled Water Unit Rate (\$/HCF)	\$28.90	\$30.26	\$19.15	\$20.08	\$17.06

Recycled Water Service Unit Costs - Connections Paying Capacity Fees					
Assumed Plant Capacity (MGD)	0.2	0.2	0.4	0.4	0.6
Fiscal Year	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32
Annual Operational Cost	\$2,256,048	\$2,362,620	\$2,989,327	\$3,135,476	\$3,996,382
Debt Service payment	\$0	\$2,543,808	\$2,637,169	\$2,637,169	\$2,637,169
Subtotal	\$2,256,048	\$4,906,428	\$5,626,497	\$5,772,646	\$6,633,552
Annual Water use (MG)	58.40	58.40	116.80	116.80	175.20
Rate per million gallons	\$38,631	\$84,014	\$48,172	\$49,423	\$37,863
Recycled Water Unit Rate (\$/HCF)	\$28.90	\$62.85	\$36.04	\$36.97	\$28.32

The proposed rate structure is assumed to be a uniform volumetric rate that will be applied to two classes. This means that all expenses are recovered according to the recycled water demand recorded by the parcel meter in units of hundred cubic feet (HCF). Expenses to be recovered through the volumetric rates are the annual operating costs and debt service payment. The separation of two customer classes reflects that customers who made a CIAC payment only contribute toward their share of annual operating costs. However, customers paying a capacity fee—who benefit from the District’s initial debt service funding of the Facility—will pay for both the annual operating cost components and the debt service payment component. The final row of **Figure 5-1** reflects the unit rate for cost recovery that would be attributable to customers who pay a capacity fee. The unit rate for cost recovery assumes that water sales will be 80% of the volume of total capacity. However, timing of connection and future participation may affect the actual sales recorded and rate revenues received.

PHASE-IN RECYCLED WATER RATES

Rate calculations are subject to the projection of water sold. During the initial seven years of operation, until full capacity is reached, costs will be spread across a smaller ratepayer base, yielding unit rates that are significantly higher than potable water rates. To encourage participation in the recycled water program, the District may establish rates below the costs of providing service to maintain competitiveness with potable water rates charged by agencies, including the Cal Water Bear Gulch District and the City of Menlo Park.

Addressing a rate revenue shortfall through an interfund loan from the Sewer Fund is one option available to the District. Each year that reduced rates do not meet O&M costs creates an operating shortfall that can be structured as an interfund loan. Repayment of the interfund loan will occur through future recycled water rates. Therefore, revised rates would assume the following to accommodate such a scenario:

1. Recycled water rates would be phased in for 10 years beginning with FY 2026-27 and ending FY 2035-36.
2. Interest on the cumulative shortfall would be repaid through rates in the following fiscal year at an interest rate of 3.5%, in line with recent historical Local Agency Investment Fund (LAIF) rates. Therefore, the first year for which revised rates include interest repayment is FY 2028-29.
3. Interest to be repaid would be calculated per HCF of total annual projected water sales.
4. Rates projected for FY 2028-29 through FY 2036-37 account for interest repayment of the cumulative shortfall.
5. The cumulative shortfall after FY 2035-36 represents the principal of the interfund loan, which would begin a payment schedule effective FY 2037-38. This is projected to be \$20.8 million.
6. Beginning FY 2037-38, rates would account for repayment of the interfund loan over a 20-year period using 20 equal payments of remaining principal and interest.
7. Interfund loan payments in FY 2037-38 through FY 2056-57 would be calculated per HCF of total annual projected water sales.

Appendix A, Table 5 provides the supporting calculations to generate the proposed recycled water rates shown in **Figure 5-2**. The District can establish rates for five years and conduct an additional rate study to reassess rates thereafter.

Figure 5-2 summarizes the proposed rates for the recycled water services.

Figure 5-2. Proposed Recycled Water Rates

Recycled Water Rates	Proposed Rates by Fiscal Year				
	2027-28	2028-29	2029-30	2030-31	2031-32
Water Usage Rates (\$/hcf)	\$10.69	\$11.81	\$13.51	\$15.57	\$16.78
Water Usage Rates for CIAC Customers (\$/hcf)	\$9.25	\$10.33	\$11.40	\$12.74	\$13.13

VI. Recommendations

It is recommended that the District proceed with adopting the following schedule of capacity fees for FY 2026-27 through FY 2030-31 and rates for its recycled water program for FY 2027-28 through FY 2031-32, as shown in **Figure 6-1**.

Figure 6-1. Proposed CIAC, Connection Fees, and Rates

Proposed Fees and Rates	Fiscal Year					
	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Capacity Fees/Payments						
Projected Capacity Fees						
(at time of connection)						
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42	\$29.25
Contributions in Aid of Construction						
\$ per Gallon of Avg. Day Peak Month Demand	\$79.37	\$79.37	N/A	N/A	N/A	N/A
Recycled Water Rates						
Water Usage Rates (\$/hcf)	N/A	\$10.69	\$11.81	\$13.51	\$15.57	\$16.78
Water Usage Rates for CIAC Customers (\$/hcf)	N/A	\$9.25	\$10.33	\$11.40	\$12.74	\$13.13

APPENDIX A

FINANCIAL PLAN TABLES

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
1. Operating Cost Projections

	CPI Escalation	1.000	1.033	1.067	1.102	1.138	1.175	1.214	1.253	1.294	1.337	1.381	1.426	1.473
	Plant Capacity (MGD)	0.2	0.2	0.2	0.2	0.4	0.4	0.6	0.8	1.0	1.0	1.0	1.0	1.0
	Fiscal Year	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35	FY 2035-36	FY 2036-37	FY 2037-38
Power		\$1,263,544	\$1,358,741	\$1,461,110	\$1,571,191	\$1,934,837	\$2,080,610	\$2,561,504	\$3,037,696	\$3,547,675	\$3,814,960	\$4,102,384	\$4,411,461	\$4,743,825
Operating Costs		\$1,017,573	\$1,050,937	\$1,085,394	\$1,120,981	\$1,321,850	\$1,365,190	\$1,584,552	\$1,817,662	\$2,017,861	\$2,084,022	\$2,152,352	\$2,222,922	\$2,295,806
Capital Replacement Fund		\$379,239	\$391,674	\$404,516	\$417,779	\$536,276	\$553,859	\$779,618	\$919,322	\$1,126,291	\$1,163,219	\$1,201,358	\$1,240,748	\$1,281,429
Operating Costs Total		\$2,660,356	\$2,801,351	\$2,951,019	\$3,109,951	\$3,792,963	\$3,999,659	\$4,925,673	\$5,774,680	\$6,691,827	\$7,062,202	\$7,456,093	\$7,875,131	\$8,321,060
(Less) Solar Energy Savings		(\$601,000)	(\$646,280)	(\$694,971)	(\$747,331)	(\$803,636)	(\$864,183)	(\$929,291)	(\$999,305)	(\$1,074,594)	(\$1,155,555)	(\$1,242,615)	(\$1,336,235)	(\$1,436,909)
Operating Costs		\$2,059,356	\$2,155,071	\$2,256,048	\$2,362,620	\$2,989,327	\$3,135,476	\$3,996,382	\$4,775,375	\$5,617,234	\$5,906,647	\$6,213,478	\$6,538,895	\$6,884,151

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
2. Debt

California Water Recycling Bonds Payment Schedule							
Ref Num	Due Date	Principal Payment	Interest Rate %	Interest Payment	Total P and I Payment	Total Payment	Ending Balance
1	7/1/2028	\$299,842.05	1.700	\$196,967.61	\$496,809.66	\$496,809.66	\$11,300,157.95
2	7/1/2029	\$304,706.97	1.700	\$192,102.69	\$496,809.66	\$496,809.66	\$10,995,450.98
3	7/1/2030	\$309,886.99	1.700	\$186,922.67	\$496,809.66	\$496,809.66	\$10,685,563.99
4	7/1/2031	\$315,155.07	1.700	\$181,654.59	\$496,809.66	\$496,809.66	\$10,370,408.92
5	7/1/2032	\$320,512.71	1.700	\$176,296.95	\$496,809.66	\$496,809.66	\$10,049,896.21
6	7/1/2033	\$325,961.42	1.700	\$170,848.24	\$496,809.66	\$496,809.66	\$9,723,934.79
7	7/1/2034	\$331,502.77	1.700	\$165,306.89	\$496,809.66	\$496,809.66	\$9,392,432.02
8	7/1/2035	\$337,138.32	1.700	\$159,671.34	\$496,809.66	\$496,809.66	\$9,055,293.70
9	7/1/2036	\$342,869.67	1.700	\$153,939.99	\$496,809.66	\$496,809.66	\$8,712,424.03
10	7/1/2037	\$348,698.45	1.700	\$148,111.21	\$496,809.66	\$496,809.66	\$8,363,725.58
11	7/1/2038	\$354,626.33	1.700	\$142,183.33	\$496,809.66	\$496,809.66	\$8,009,099.25
12	7/1/2039	\$360,654.97	1.700	\$136,154.69	\$496,809.66	\$496,809.66	\$7,648,444.28
13	7/1/2040	\$366,786.11	1.700	\$130,023.55	\$496,809.66	\$496,809.66	\$7,281,658.17
14	7/1/2041	\$373,021.47	1.700	\$123,788.19	\$496,809.66	\$496,809.66	\$6,908,636.70
15	7/1/2042	\$379,362.84	1.700	\$117,446.82	\$496,809.66	\$496,809.66	\$6,529,273.86
16	7/1/2043	\$385,812.00	1.700	\$110,997.66	\$496,809.66	\$496,809.66	\$6,143,461.86
17	7/1/2044	\$392,370.81	1.700	\$104,438.85	\$496,809.66	\$496,809.66	\$5,751,091.05
18	7/1/2045	\$399,041.11	1.700	\$97,768.55	\$496,809.66	\$496,809.66	\$5,352,049.94
19	7/1/2046	\$405,824.81	1.700	\$90,984.85	\$496,809.66	\$496,809.66	\$4,946,225.13
20	7/1/2047	\$412,723.83	1.700	\$84,085.83	\$496,809.66	\$496,809.66	\$4,533,501.30
21	7/1/2048	\$419,740.14	1.700	\$77,069.52	\$496,809.66	\$496,809.66	\$4,113,761.16
22	7/1/2049	\$426,875.72	1.700	\$69,933.94	\$496,809.66	\$496,809.66	\$3,686,885.44
23	7/1/2050	\$434,132.61	1.700	\$62,677.05	\$496,809.66	\$496,809.66	\$3,252,752.83
24	7/1/2051	\$441,512.86	1.700	\$55,296.80	\$496,809.66	\$496,809.66	\$2,811,239.97
25	7/1/2052	\$449,018.58	1.700	\$47,791.08	\$496,809.66	\$496,809.66	\$2,362,221.39
26	7/1/2053	\$456,651.90	1.700	\$40,157.76	\$496,809.66	\$496,809.66	\$1,905,569.49
27	7/1/2054	\$464,414.98	1.700	\$32,394.68	\$496,809.66	\$496,809.66	\$1,441,154.51
28	7/1/2055	\$472,310.03	1.700	\$24,499.63	\$496,809.66	\$496,809.66	\$968,844.48
29	7/1/2056	\$480,339.30	1.700	\$16,470.36	\$496,809.66	\$496,809.66	\$488,505.18
30	7/1/2057	\$488,505.18	1.700	\$8,304.59	\$496,809.77	\$496,809.77	\$0.00
		\$11,600,000		\$3,304,290	\$14,904,290	\$14,904,290	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
2. Debt

California CWSRF Payment Schedule							
Ref Num	Due Date	Principal Payment	Interest Rate %	Interest Payment	Total P and I Payment	Total Payment	Ending Balance
1	7/1/2028	\$1,312,453.37	1.700	\$734,544.71	\$2,046,998.08	\$2,046,998.08	\$46,559,886.63
2	7/1/2029	\$1,316,851.00	1.700	\$823,508.62	\$2,140,359.62	\$2,140,359.62	\$47,370,695.63
3	7/1/2030	\$1,335,057.79	1.700	\$805,301.83	\$2,140,359.62	\$2,140,359.62	\$46,035,637.84
4	7/1/2031	\$1,357,753.78	1.700	\$782,605.84	\$2,140,359.62	\$2,140,359.62	\$44,677,884.06
5	7/1/2032	\$1,380,835.59	1.700	\$759,524.03	\$2,140,359.62	\$2,140,359.62	\$43,297,048.47
6	7/1/2033	\$1,404,309.80	1.700	\$736,049.82	\$2,140,359.62	\$2,140,359.62	\$41,892,738.67
7	7/1/2034	\$1,428,183.06	1.700	\$712,176.56	\$2,140,359.62	\$2,140,359.62	\$40,464,555.61
8	7/1/2035	\$1,452,462.17	1.700	\$687,897.45	\$2,140,359.62	\$2,140,359.62	\$39,012,093.44
9	7/1/2036	\$1,477,154.03	1.700	\$663,205.59	\$2,140,359.62	\$2,140,359.62	\$37,534,939.41
10	7/1/2037	\$1,502,265.65	1.700	\$638,093.97	\$2,140,359.62	\$2,140,359.62	\$36,032,673.76
11	7/1/2038	\$1,527,804.17	1.700	\$612,555.45	\$2,140,359.62	\$2,140,359.62	\$34,504,869.59
12	7/1/2039	\$1,553,776.84	1.700	\$586,582.78	\$2,140,359.62	\$2,140,359.62	\$32,951,092.75
13	7/1/2040	\$1,580,191.04	1.700	\$560,168.58	\$2,140,359.62	\$2,140,359.62	\$31,370,901.71
14	7/1/2041	\$1,607,054.29	1.700	\$533,305.33	\$2,140,359.62	\$2,140,359.62	\$29,763,847.42
15	7/1/2042	\$1,634,374.21	1.700	\$505,985.41	\$2,140,359.62	\$2,140,359.62	\$28,129,473.21
16	7/1/2043	\$1,662,158.58	1.700	\$478,201.04	\$2,140,359.62	\$2,140,359.62	\$26,467,314.63
17	7/1/2044	\$1,690,415.27	1.700	\$449,944.35	\$2,140,359.62	\$2,140,359.62	\$24,776,899.36
18	7/1/2045	\$1,719,152.33	1.700	\$421,207.29	\$2,140,359.62	\$2,140,359.62	\$23,057,747.03
19	7/1/2046	\$1,748,377.92	1.700	\$391,981.70	\$2,140,359.62	\$2,140,359.62	\$21,309,369.11
20	7/1/2047	\$1,778,100.35	1.700	\$362,259.27	\$2,140,359.62	\$2,140,359.62	\$19,531,268.76
21	7/1/2048	\$1,808,328.05	1.700	\$332,031.57	\$2,140,359.62	\$2,140,359.62	\$17,722,940.71
22	7/1/2049	\$1,839,069.63	1.700	\$301,289.99	\$2,140,359.62	\$2,140,359.62	\$15,883,871.08
23	7/1/2050	\$1,870,333.81	1.700	\$270,025.81	\$2,140,359.62	\$2,140,359.62	\$14,013,537.27
24	7/1/2051	\$1,902,129.49	1.700	\$238,230.13	\$2,140,359.62	\$2,140,359.62	\$12,111,407.78
25	7/1/2052	\$1,934,465.69	1.700	\$205,893.93	\$2,140,359.62	\$2,140,359.62	\$10,176,942.09
26	7/1/2053	\$1,967,351.60	1.700	\$173,008.02	\$2,140,359.62	\$2,140,359.62	\$8,209,590.49
27	7/1/2054	\$2,000,796.58	1.700	\$139,563.04	\$2,140,359.62	\$2,140,359.62	\$6,208,793.91
28	7/1/2055	\$2,034,810.12	1.700	\$105,549.50	\$2,140,359.62	\$2,140,359.62	\$4,173,983.79
29	7/1/2056	\$2,069,401.90	1.700	\$70,957.72	\$2,140,359.62	\$2,140,359.62	\$2,104,581.89
30	7/1/2057	\$2,104,581.89	1.700	\$35,777.89	\$2,140,359.78	\$2,140,359.78	\$0.00
		\$50,000,000		\$14,117,427	\$64,117,427	\$64,117,427	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
2. Debt

Due Date	Combined Annual Debt Service Payments			
	Combined Principle	Combined Interest	Combined Payment	Cumulative Payments
7/1/2028	\$1,612,295	\$931,512	\$2,543,808	\$2,543,808
7/1/2029	\$1,621,558	\$1,015,611	\$2,637,169	\$5,180,977
7/1/2030	\$1,644,945	\$992,225	\$2,637,169	\$7,818,146
7/1/2031	\$1,672,909	\$964,260	\$2,637,169	\$10,455,316
7/1/2032	\$1,701,348	\$935,821	\$2,637,169	\$13,092,485
7/1/2033	\$1,730,271	\$906,898	\$2,637,169	\$15,729,654
7/1/2034	\$1,759,686	\$877,483	\$2,637,169	\$18,366,823
7/1/2035	\$1,789,600	\$847,569	\$2,637,169	\$21,003,993
7/1/2036	\$1,820,024	\$817,146	\$2,637,169	\$23,641,162
7/1/2037	\$1,850,964	\$786,205	\$2,637,169	\$26,278,331
7/1/2038	\$1,882,431	\$754,739	\$2,637,169	\$28,915,501
7/1/2039	\$1,914,432	\$722,737	\$2,637,169	\$31,552,670
7/1/2040	\$1,946,977	\$690,192	\$2,637,169	\$34,189,839
7/1/2041	\$1,980,076	\$657,094	\$2,637,169	\$36,827,008
7/1/2042	\$2,013,737	\$623,432	\$2,637,169	\$39,464,178
7/1/2043	\$2,047,971	\$589,199	\$2,637,169	\$42,101,347
7/1/2044	\$2,082,786	\$554,383	\$2,637,169	\$44,738,516
7/1/2045	\$2,118,193	\$518,976	\$2,637,169	\$47,375,686
7/1/2046	\$2,154,203	\$482,967	\$2,637,169	\$50,012,855
7/1/2047	\$2,190,824	\$446,345	\$2,637,169	\$52,650,024
7/1/2048	\$2,228,068	\$409,101	\$2,637,169	\$55,287,193
7/1/2049	\$2,265,945	\$371,224	\$2,637,169	\$57,924,363
7/1/2050	\$2,304,466	\$332,703	\$2,637,169	\$60,561,532
7/1/2051	\$2,343,642	\$293,527	\$2,637,169	\$63,198,701
7/1/2052	\$2,383,484	\$253,685	\$2,637,169	\$65,835,870
7/1/2053	\$2,424,004	\$213,166	\$2,637,169	\$68,473,040
7/1/2054	\$2,465,212	\$171,958	\$2,637,169	\$71,110,209
7/1/2055	\$2,507,120	\$130,049	\$2,637,169	\$73,747,378
7/1/2056	\$2,549,741	\$87,428	\$2,637,169	\$76,384,548
7/1/2057	\$2,593,087	\$44,082	\$2,637,170	\$79,021,717
Total	\$61,600,000	\$17,421,717	\$79,021,717	

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
3. Capacity Fees

	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	FY 2030-31	FY 2031-32	FY 2032-33	FY 2033-34	FY 2034-35	FY 2035-36	FY 2036-37	FY 2037-38
Cash-Funded Capital	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013	\$17,773,013
(Less) Depreciation	\$0	(\$355,460)	(\$710,921)	(\$1,066,381)	(\$1,421,841)	(\$1,777,301)	(\$2,132,762)	(\$2,488,222)	(\$2,843,682)	(\$3,199,142)	(\$3,554,603)	(\$3,910,063)
	\$17,773,013	\$17,417,553	\$17,062,093	\$16,706,632	\$16,351,172	\$15,995,712	\$15,640,252	\$15,284,791	\$14,929,331	\$14,573,871	\$14,218,411	\$13,862,950
Construction Cost Index	1.000	1.033	1.067	1.102	1.138	1.175	1.214	1.253	1.294	1.337	1.381	1.426
Cash Funded Capital (RCNLD)	\$17,773,013	\$17,988,630	\$18,199,279	\$18,404,404	\$18,603,415	\$18,795,691	\$18,980,577	\$19,157,381	\$19,325,375	\$19,483,790	\$19,631,818	\$19,768,608
Retired Debt Service	\$0	\$0	\$2,543,808	\$5,180,977	\$7,818,146	\$10,455,316	\$13,092,485	\$15,729,654	\$18,366,823	\$21,003,993	\$23,641,162	\$23,641,162
Subtotal	\$17,773,013	\$17,988,630	\$20,743,087	\$23,585,381	\$26,421,561	\$29,251,007	\$32,073,062	\$34,887,035	\$37,692,198	\$40,487,783	\$43,272,980	\$43,409,769
Total Capacity (MGD)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
(Less) Capacity Reserved from CIAC	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Available Capacity (MGD)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Available Capacity (gallons)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42	\$29.25	\$32.07	\$34.89	\$37.69	\$40.49	\$43.27	\$43.41

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
4. Summary Capacity Fees

	Fiscal Year											
	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
Projected Capacity Fees/Payments												
Projected Capacity Fees												
(at time of connection)												
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42	\$29.25	\$32.07	\$34.89	\$37.69	\$40.49	\$43.27	\$43.41
Contributions in Aid of Construction												
\$ per Gallon of Avg. Day Peak Month Demand	\$79.37	\$79.37	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

West Bay Sanitary District
Bayfront Recycled Water Rates and Capacity Fees Analysis
5. Phase-In

Assumptions: 10-year phase-in of rates to meet cost of production. Loan to meet phase-in begins payback in Year 12 for principal outstanding												re-payment begins		
1	Initial Rates before Interest		2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
2	10-year phase-in		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
3	Phase-in water usage rates for CIAC Customers (\$/hcf)			\$9.25	\$9.69	\$10.17	\$10.68	\$11.22	\$11.78	\$12.37	\$12.98	\$13.63	\$16.75	\$17.64
4					\$0.44	\$0.48	\$0.51	\$0.53	\$0.56	\$0.59	\$0.62	\$0.65	\$3.12	\$0.88
5	% change				5%	5%	5%	5%	5%	5%	5%	5%	23%	5%
6	Phase in water usage rates (\$/hcf)			\$10.69	\$11.17	\$12.29	\$13.52	\$14.87	\$16.35	\$17.99	\$19.79	\$21.57	\$23.51	\$24.39
7	\$ change			\$10.69	\$0.48	\$1.12	\$1.23	\$1.35	\$1.49	\$1.64	\$1.80	\$1.78	\$1.94	\$0.88
8	% change				4%	10%	10%	10%	10%	10%	10%	9%	9%	4%
9	Annual Water Sales (MG)		58.4	58.4	58.4	116.8	116.8	175.2	233.6	292.0	292.0	292.0	292.0	292.0
10	Annual Water Sales (hcf)		78,069	78,069	78,069	156,139	156,139	234,208	312,278	390,347	390,347	390,347	390,347	390,347
11	% of Sales to Stage 1		100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
12	Interest Cost per HCF			N/A	\$0.64	\$1.22	\$2.05	\$1.92	\$1.79	\$1.64	\$1.75	\$1.82	\$1.86	\$3.74
13	added to rates on rows 3 and 6													
14	Rates including Loan Payback costs from Row 40			Rates include interest payments on cumulative annual shortfall from FY 2027-28 through FY 2036-37.										FY 2037-38 Rates include interest payments on interfund loan through FY 2035-36.
15	Final Rates to be Published													Repayment spans 20 years through FY 2056-57 (Year 12-Year 32).
16	10-year phase-in		2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38
17	Water Usage Rates for CIAC Customers (\$/hcf)		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
18			\$8.00	\$9.25	\$10.33	\$11.40	\$12.74	\$13.13	\$13.57	\$14.01	\$14.73	\$15.46	\$18.61	\$21.38
19	% change			\$1.25	\$1.08	\$1.07	\$1.34	\$0.40	\$0.43	\$0.44	\$0.73	\$0.72	\$3.16	\$2.77
20				16%	12%	10%	12%	3%	3%	3%	5%	5%	20%	15%
21	Water Usage Rates (\$/hcf)			\$10.69	\$11.81	\$13.51	\$15.57	\$16.78	\$18.14	\$19.63	\$21.54	\$23.39	\$25.37	\$28.14
22				\$1.12	\$1.70	\$2.06	\$1.21	\$1.36	\$1.48	\$1.91	\$1.85	\$1.98	\$2.77	\$2.77
	% change				10%	14%	15%	8%	8%	8%	10%	9%	8%	11%
	Menlo Park water use rates			\$11.88	\$12.41									
23	Determination of Interfund Loan from Sewer Fund													
24	Recycled Rates													
25	Revenue													
26	Cost-Based Recycled Water Usage Rates (CIAC Customers) (\$/hcf)		N/A	\$28.90	\$30.26	\$19.15	\$20.08	\$17.06	\$15.29	\$14.39	\$15.13	\$15.92	\$16.75	\$17.64
27	Recycled Water Sold (hcf)		0	0	0	0	0	0	0	0	0	0	0	0
28	Cost-Based Recycled Water Usage Rates (\$/hcf)			\$28.90	\$62.85	\$36.04	\$36.97	\$28.32	\$23.74	\$21.15	\$21.89	\$22.67	\$23.51	\$24.39
29	Recycled Water Sold (hcf)			78,069	78,069	156,139	156,139	234,208	312,278	390,347	390,347	390,347	390,347	390,347
30	Revenue at COS Rates		N/A	\$2,256,048	\$4,906,428	\$5,626,497	\$5,772,646	\$6,633,552	\$7,412,544	\$8,254,403	\$8,543,816	\$8,850,647	\$9,176,065	\$9,521,320
31	Reduced Recycled Water Usage Rates (CIAC Customers)			\$9.25	\$9.69	\$10.17	\$10.68	\$11.22	\$11.78	\$12.37	\$12.98	\$13.63	\$16.75	\$17.64
32	Recycled Water Sold (hcf)			0	0	0	0	0	0	0	0	0	0	0
33	Reduced Recycled Water Rate (Capacity Fee Connections)			\$10.69	\$11.17	\$12.29	\$13.52	\$14.87	\$16.35	\$17.99	\$19.79	\$21.57	\$23.51	\$24.39
34	Recycled Water Sold (hcf)			78,069	78,069	156,139	156,139	234,208	312,278	390,347	390,347	390,347	390,347	390,347
35	Revenue at Discounted Rates			\$834,562	\$872,036	\$1,918,478	\$2,110,326	\$3,482,038	\$5,106,989	\$7,022,111	\$7,724,322	\$8,419,511	\$9,176,065	\$9,521,320
36	Total Subsidy			(\$1,421,486)	(\$4,034,392)	(\$3,708,018)	(\$3,662,320)	(\$3,151,513)	(\$2,305,555)	(\$1,232,292)	(\$819,495)	(\$431,137)	\$0	\$0
37	Costs to be included in Recycled Water Rates													
38	Interest Only Payment		N/A	N/A	\$49,752	\$190,956	\$320,736	\$448,918	\$559,221	\$639,915	\$683,045	\$711,727	\$726,817	
39	Cost per HCF				\$0.64	\$1.22	\$2.05	\$1.92	\$1.79	\$1.64	\$1.75	\$1.82	\$1.86	\$3.74
40	Total Interfund Loan from Sewer		(\$20,766,207)	total Repayments		Average \$/hcf to repay loan								
41	interest rate		3.50%											
42	20-year Principal		\$20,766,207.27	avg. interest/year	\$1,038,310.36		\$2.66 per hcf							
43	20-year interest		\$8,456,446.81	avg. interest/year	\$422,822.34		\$1.08 per hcf							
44	Note: Based on current conditions, no CIAC customers have been assumed in this analysis as there are no existing agreements in place.													



WEST BAY SANITARY DISTRICT

PUBLIC HEARING ON PROPOSED RECYCLED WATER FACILITY CAPACITY FEES AND RATES

(Please Share This Information with Tenants)



West Bay Sanitary District provides sanitary sewer service to approximately 55,000 customers in the areas of Menlo Park, Atherton, Portola Valley, East Palo Alto, Woodside and portions of unincorporated San Mateo and Santa Clara Counties. The District, established in 1902, owns and operates more than 200 miles of public sewer pipelines and 13 pumping stations throughout the service area. The raw wastewater collected by the District is conveyed to Silicon Valley Clean Water (SVCW) where the wastewater is treated and discharged or reused. The District owns and operates a recycled water treatment plant at Sharon Heights Golf and Country Club with a production capacity of approximately 0.5 mgd. The District is now implementing the “Bayfront Recycled Water Facilities Project” (the “Project”) to construct a 1.0 MGD recycled water treatment plant (RWTP), recycled water distribution line, and influent wastewater pumping station and force main (PS/FM) and related improvements. The treatment plant (RWTP) is nearing completion of construction at the site of West Bay’s decommissioned

Bayfront Wastewater Treatment Plant (WWTP) and current Flow Equalization and Resource Recovery Facility (FERRF), located at the east end of Willow Road in Menlo Park, California, The Project involves construction of a satellite treatment facilities designed to produce 1.0 MGD of recycled water (per Title 22 standards), an influent pump station to divert flow to the treatment facility, approximately 2,500 lineal feet of raw wastewater force main, approximately 2,500 lineal feet of pipeline to return waste flows to the collection system, and an approximately 14,500-foot recycled water distribution pipeline to convey flow to recycled water customers in the Bayfront area. The Project will enable the District to divert approximately ___ MGD per day of untreated wastewater that would otherwise be conveyed to the Silicon Valley Clean Water regional wastewater treatment plant and, ultimately, flow into the San Francisco Bay. The total estimated capital cost of the Facility is approximately \$94.37 million. After approximately \$15 million in anticipated grant funding, the net Facility capital cost is approximately \$79.37 million. The remaining costs will be financed through a combination of State Revolving Fund financing, District funding, contributions in aid of construction (“CIAC”), and capacity fees paid by future recycled water customers. Implementation of the Project is a key component of the City of Menlo Park’s long-term water supply and reliability planning, as discussed in Menlo Park’s under-development updated Urban Water Management Plan, currently planned to be presented to the City Council and submitted for approval to the State DWR this year.

WHY YOU ARE RECEIVING THIS NOTICE

This notice is being sent to you because District records indicate that you are the owner of record or customer of a parcel that may receive recycled water service from the Bayfront Recycled Water Facility and therefore may be subject to proposed recycled water capacity fees and/or ongoing service charges.

PROPOSED ACTION

The Board of Directors will consider adopting:

- Recycled water capacity fees (one-time charges), and
- Recycled water Operations & Maintenance (O&M) charges (ongoing usage-based rates)

to fund the District’s new recycled water system.

PURPOSE OF PROPOSED FEES AND CHARGES

The District is constructing a recycled water treatment and distribution system anticipated to begin service in Fiscal Year 2026–27. The proposed capacity fees and O&M charges are intended to:

- Recover the capital costs of constructing the recycled water facilities;
- Allocate costs fairly among customers connecting at different stages;
- Fund ongoing operation, maintenance, repair, and replacement of the recycled water system; and
- Repay debt incurred to finance construction of the facilities.

Revenues derived from the proposed fees and charges will not exceed the funds required to provide recycled water service and will be used solely for that purpose.

BASIS FOR CALCULATING FEES AND CHARGES

The proposed fees and charges are based on a cost-of-service analysis prepared by HF&H Consultants, dated August 7, 2026 (“Technical Report”). The Technical Report:

- Identifies approximately \$94.37 million in total Facility capital costs and approximately \$79.37 million in net Facility capital costs after anticipated grant funding;
- Allocates costs based on each customer’s proportionate share of system capacity and usage;
- Establishes an alternative CIAC structure under which qualifying customers may make an upfront contribution toward Facility construction; and
- Establishes separate O&M rates for CIAC customers and customers paying capacity fees to reflect differences in their responsibility for Facility debt service
- Calculates volumetric O&M rates based on projected operating costs, debt service, and anticipated water usage.

A copy of the Technical Report is available for public review at the District office and on the District’s website.

Proposed Recycled Water Capacity Fees and Rates Proposed CIAC* and Capacity Fees

	Fiscal Year				
	2026-27	2027-28	2028-29	2029-30	2030-31
Projected Capacity Fees/Payments					
Projected Capacity Fees					
(at time of connection)					
\$ per Gallon of Avg. Day Peak Month Demand	\$17.77	\$17.99	\$20.74	\$23.59	\$26.42
Contributions in Aid of Construction					
\$ per Gallon of Avg. Day Peak Month Demand	\$79.37	\$79.37	N/A	N/A	N/A

1 hcf = 748.052 gallons.

Projected capacity fees (for existing potable water users) in units of average day peak month demand (HCF): \$13,292.88 (FY 2026-27); \$13,457.45 (FY 2027-28); \$15,514.59 (FY 2028-29); \$17,646.54 (FY 2029-30); \$19,763.53 (FY 2030-31).

Projected Contributions in Aid of Construction (HCF): \$59,372.88 (FY 2026-27, FY 2027-28).

* The CIAC is based on the customer’s projected Average Day Peak Month Demand and reserved system capacity, using historical and anticipated recycled-water demand, and project characteristics. Actual use may be reviewed to determine whether additional capacity is needed.

Recycled Water Rates	Proposed Rates by Fiscal Year				
	2027-28	2028-29	2029-30	2030-31	2031-32
Water Usage Rates (\$/hcf)	\$10.69	\$11.81	\$13.51	\$15.57	\$16.78
Water Usage Rates for CIAC Customers (\$/hcf)	\$9.25	\$10.33	\$11.40	\$12.74	\$13.13

Projected recycle water usage rates for CIAC customers in units of \$/gallon: \$0.01236 (FY 2027-28); \$0.01380 (FY 2028-29); \$0.01523 (FY 2029-30); \$0.01703 (FY 2030-31); \$0.01755 (FY 2031-32).

The proposed rate structure is a uniform volumetric rate that will be assessed to two classes. All expenses will be recovered according to the recycled water demand recorded by the parcel meter, in hundred cubic feet (HCF) units. Volumetric recycled water rates reflect the annual operating costs and debt service payments. The separation of two customer classes reflects that customers who made a CIAC payment only contribute toward covering their share of annual operating costs. However, customers paying a capacity fee, who benefit from the District's initial debt service funding of the Facility, will pay for both the annual operating cost components and the debt service payment component. The unit rate for cost recovery assumes that water sales will be 80% of the volume of total capacity. However, timing of connection and future participation may affect the actual sales recorded and rate revenues received.

Please note that there is a 120-day statute of limitations for challenging all recycled water rates should the proposed adjustments be adopted.

www.westbaysanitary.org



West Bay Sanitary District
500 Laurel Street
Menlo Park, CA 94025-3427

Important Information – Notice of Public Hearing
Wednesday, October 14, 2026 at 7:00 p.m.

APN:

SITUS ADDRESS:

MAILING ADDRESS
ADDRESS
ADDRESS

Notice is given that the Board of Directors of West Bay Sanitary District will conduct a Regular Meeting and Public Hearing on **Wednesday evening, October 14, 2026 at 7:00 p.m.** The location of the meeting:

West Bay Sanitary District - Ronald W. Shepherd Admin. Building
500 Laurel Street
Menlo Park, California 94025 or by Zoom or Telephone

<https://us06web.zoom.us/j/87430621319?pwd=rlgqu5ndGa86c0bAEndob86FGel5zB.1>

Meeting ID: 874 3062 1319 Passcode: 146313

The purpose of the Public Hearing will be to consider adoption of Recycled Water Capacity Fees (one-time charges) and Recycled Water Operations & Maintenance (O&M) charges (ongoing usage-based rates) all prospective District recycled water customers, for fiscal years 2026/27, 2027/28, 2028/29, 2029/30 and 2030/31. At the Public Hearing, any interested persons may address the District Board. Proposed rates are set forth on Page 1 of this Notice.

Protesting Proposed Rates

If you wish to file a written protest, please send a letter in a sealed envelope to the address above. Your letter must identify the real property you own or rent by street address and assessor's parcel number (APN). Your letter must be legibly signed by any one of the current property owners or ratepayers of record. The District must receive your letter in a sealed envelope by 4:00 p.m. on October 14, 2026, or it must be presented at the District Board meeting on October 14, 2026 prior to the close of the public hearing. Any person interested, including all sanitary sewer customers of the West Bay Sanitary District, may appear at the public hearing and be heard on any matter related to the proposed increase in rates. At the public hearing, the agency shall consider all written protests against the proposed fees. If written protests against the proposed fees are presented by a majority of District customers, the District shall not adjust the fees.

Objecting to the Proposed Rates

If you claim the proposed rate adjustments are unlawful, whether or not a majority of affected properties submit the protests described above, you may file a legal objection with the District. Any such objection must be in writing and include the following information: (1) your printed name, original signature, and your property's street address or utility account number, (2) the specific rate or charge that you claim is unlawful, and (3) the grounds for your claim that the rate or charge is unlawful. Please note that the grounds must be sufficiently detailed to allow the District to understand it and respond appropriately. A general statement such as, "This violates state law," is insufficient. As noted above, the study explaining the basis for the proposed rates is on the District's website www.westbaysanitary.org and available at 500 Laurel Street, Menlo Park, California 94025. Legal objections may be mailed or hand delivered to the address above. Faxed or emailed objections will not be accepted. In any event, objections must be received no later than Monday, September 28, 2026. Please note that this deadline is prior to the rate hearing on October 14, 2026, so the District may review objections and respond to them adequately at that hearing. Failure to submit a timely objection will waive the right to challenge these rate adjustments in court, and any such action will be limited to the issues identified in that objection. If the District Board adopts the proposed rates, and you wish to challenge those rates in court, please note that there is a 120-day statute of limitations for challenging any new, increased, or extended fee or charge. (Gov. Code, § 53759.)

Parcels Receiving 218 Notice

WBSD Recycled Water
Program



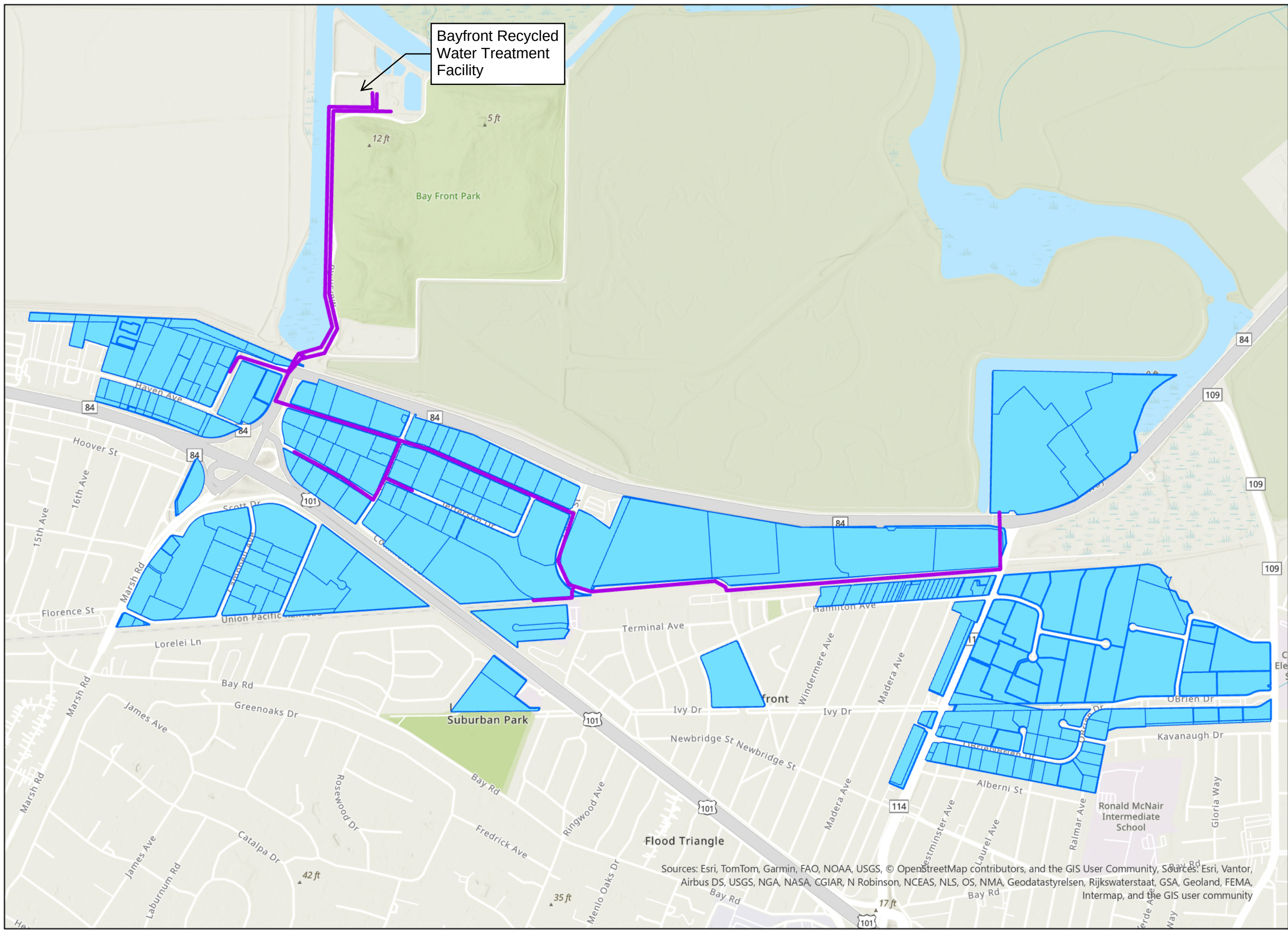
Legend

-  RW Distribution Pipeline
-  Parcels Receiving 218 Notice

0 600 1,200 Feet



Map Created: August 2026



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community



WEST BAY SANITARY DISTRICT AGENDA ITEM 5

To: *Board of Directors*

From: *Sergio Ramirez, General Manager*

Subject: *General Manager's Report*

1) Administrative:

- a. Progress was made to address recycled water allocations in the Bayfront area.
- b. The Recycled Water Rates 218 Notice will be mailed out this month to potential customers.
- c. The District experienced its first spill for the year. The spill occurred on Trinity Drive in Menlo Park. The spill appears to have been caused by fallen concrete and brick from a manhole.

2) Finance:

- a. Rethink Waste confirmed any Solid Waste short fall in 2026 could be absorbed by an \$80k surplus held by Recology of San Mateo.
- b. The Finance Manager began to work with the District's auditors.

3) Capital Improvement Program (CIP):

a. Levee Improvement Project:

- i. Progress was made with the City of Menlo Park and the PG&E underground permit on Marsh Road for the Bayfront Recycled Water Facility. Once the power lines are placed underground, the remaining portion of the levee project will be constructed.

b. Repair Projects:

- i. Construction began on the old 6-inch terracotta pipeline at 175 Britton Avenue in Atherton. It is being replaced with a new 8-inch High Density Poly Ethelene pipe.

c. Construction in Progress:

- i. Both Construction inspectors have been inspecting many private sewer lateral replacements.

4) Information Technology (IT):

- a. IT continues to support maintenance with the new Mobile MMS database cloud based software.

5) Operations and Maintenance:

a. Collection System:

- i. The crew had their annual hearing exam, per CalOSHA requirements.

b. Pump Facilities:

- i. The pump crew continues to work with Casey Construction on final punch-list items at the Stowe Lance Pump Station.
- 6) **Water Quality:**
 - a. **Sharon Heights Golf and Country Club (SHGCC):**
 - i. SHGCC is pursuing the Solar project for the West Bay / Sharon Heights facility.
 - b. **Bayfront Recycled Water Facility (BRWF):**
 - i. Anderson Pacific is constructing the influent pump station for the new Bayfront Facility. Crews are also working on the advance treatment portion of the new facility.
 - c. **Flow Study:**
 - i. The flow and loadings study for Multi-family Complexes and Single-Family Residences is nearing completion. The Water Quality department is obtaining water data per the Board's request.
- 7) **Fleet and Facilities:**
 - a. **Vehicle Maintenance:**
 - i. The new Vactor has been ordered.
- 8) **Personnel:**
 - a. The new engineering interns should begin on August 10.
- 9) **Upcoming Events:**
 - a. **Next Board Meetings:**
 - i. Special Board Meeting and Annual Goals Lunch is scheduled for August 11.
 - ii. Board Meetings Schedule: Wednesdays, August 12 & 26
- 10) **Misc. Items:**
 - a. **West Bay:** The General Manager will update the Board on miscellaneous items.



WEST BAY SANITARY DISTRICT AGENDA ITEM 6

To: *Board of Directors*

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

Subject: *Consider Authorizing the General Manager to Execute an Agreement for Engineering Design Services with Freyer & Laureta, Inc. for \$254,850.00 with a 10% Contingency for the Phase IV Point Repair Sanitary Sewer Improvements Project No. 1777.0*

Background

The District has sewer pipelines that are on a high frequency cleaning schedule due to root intrusion, damaged pipe, sags, and other issues. These high frequency pipelines involve additional maintenance and work force over pipelines with minor or no defects. The District has determined that making point repairs along these pipe segments would alleviate some of the maintenance and work force, for these pipe segments, so the work force can concentrate in other areas.

The District completed Phase I, II, and III-A Point Repair Projects in the past 3 years and started the Phase III-B Point Repair Project in June 2026. For the Phase IV Point Repair Project, the District has requested engineering, surveying, and design services from Freyer & Laureta, Inc. (F&L) for the needed work. The engineer will work with other agencies to align all point repair work to be constructed prior to the agency's pavement improvements plans.

Analysis

This proposal is for the design through construction consultation for Phase IV of the Point Repair Program, and includes improvements in the following streets and/or easements encompassing 32 to 34 pipe sections and approximately 9,000 linear feet of pipe:

US MH	DS MH	Street / Area	US MH	DS MH	Street / Area
D15099	D15098	Heather Dr	D15021	D15020	Greenoaks Dr
D15094	D15093	Heather Dr	D14007	C14109	Greenoaks Dr
D15091	D15084	James Ave	C14109	C14108	Greenoaks Dr
D15085	D15084	Hawthorne Dr	C14108	C14101	Greenoaks Dr
D15072	D15073	James Ave	C14101	C14097	Greenoaks Dr
D14067	D15068	Flood Cir	C14097	C14088	Greenoaks Dr
D14062	D14057	Flood Cir	C14088	C14087	Greenoaks Dr
D14076	D14064	Linden Ave	C14087	C14086	Greenoaks Dr
D15055	D15048	Irving Ave	C14086	C14085	Greenoaks Dr
D15041	D15028	Irving Ave	C14051	C13103	Del Norte Easement
D15032	D15031	Catalpa Dr	C13095	C13096	Van Buren Easement
D15031	D15030	Catalpa Dr	C13103	C13095	Sonoma Pl Easement
D15035	D15034	Catalpa Dr	C14051	C13103	Iris Ln Easement
D14026	D14025	Catalpa Dr	C14039	C14122	101 Crossing
D14033	D14027	Catalpa Dr	C14013	C13013	Terminal Ave
D15014	D15013	James Ave			

The Proposed Tasks for the Agreement include:

Task I – Project Management and Coordination

- Attend meetings, coordinate, provide QA/QC & monitor schedule and budget.

Task II – Site Investigation, Data Collection, Record Research

- Topographic survey, determining inverts, site improvement determination, utility & easement research, & Computer-Aided Design (AutoCAD). Vertical control will be based on NAVD 88 benchmark, and horizontal control will be based on State Plane coordinates. District provided CCTV will be reviewed. Survey information will be translated to AutoCAD drawings for use in the design effort.

Task III –Construction Documents Preparation

- Prepare a construction bid set for Phase IV Sites. Drawings will be in AutoCAD format. Prepare Engineer's Opinion of probable construction costs. Prepare 70% and 100% submittal packages.

Task IV –Permit Coordination

- Coordinate project and initiate permitting with the City of Menlo Park and Caltrans. Obtaining permits will be the responsibility of the contractor.

Task V –Construction Consultation

- 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.

The project is anticipated to be out in mid-January 2027 and bid opening in mid-February/March 2027.

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2026-2027 for Pipeline Replacement and Rehab Engineering has an approved budget of \$360,000.00 for the Phase IV Point Repair Project. The total design services for this project are \$254,850.00. The staff requests 10% contingency for a total of \$280,335.00

Recommendation

The District Engineer recommends the District Board Authorize the General Manager to Execute an agreement for Engineering Design Services for the Phase IV Point Repair Project with Freyer & Laureta, Inc. for \$254,850.00 for Sanitary Sewer Improvements Project No. 1777.0 and authorize the General Manager to approve up to a 10 percent contingency for additional work on an as-needed basis for a total of \$280,335.00.

Attachment: F&L Phase IV Point Repair Proposal Dated 8/5/2026
Agreement For Professional Services
Project Map

August 5, 2026

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

**RE: ENGINEERING SERVICES PROPOSAL
CAPITAL IMPROVEMENT PROJECT - POINT REPAIR PROJECT PHASE IV**

Dear Mr. Heydari,

Thank you for this opportunity to propose on the WBSD's fourth phase of their Point Repair Program. While it was initially a program calling for simple point repairs, based on experience from the District's Phases I, II, IIIA and IIIB Projects, the projects have developed into more standard capital improvement projects requiring full sections of pipeline replacement either by open trench or trenchless replacement or rehabilitation methods. For the Phase IV project, the District provided marked up grid maps C13, C14, D14, and D15. As directed by the District, two segments from the 2025-2026 Pipeline Replacement Grade 4&5 Project were added to this project because they are within close proximity to sites for this project. These maps are attached for reference.

This proposal is for the design through construction consultation for Phase IV of the Point Repair Program, and includes improvements in the following streets and/or easements encompassing 34 pipe sections and approximately 9,000 linear feet of pipe:

US MH	DS MH	Street / Area	US MH	DS MH	Street / Area
D15099	D15098	Heather Dr	D15021	D15020	Greenoaks Dr
D15094	D15093	Heather Dr	D14007	C14109	Greenoaks Dr
D15091	D15084	James Ave	C14109	C14108	Greenoaks Dr
D15085	D15084	Hawthorne Dr	C14108	C14101	Greenoaks Dr
D15072	D15073	James Ave	C14101	C14097	Greenoaks Dr
D14067	D15068	Flood Cir	C14097	C14088	Greenoaks Dr
D14062	D14057	Flood Cir	C14088	C14087	Greenoaks Dr
D14076	D14064	Linden Ave	C14087	C14086	Greenoaks Dr
D15055	D15048	Irving Ave	C14086	C14085	Greenoaks Dr
D15041	D15028	Irving Ave	C14051	C13103	Del Norte Easement
D15032	D15031	Catalpa Dr	C13095	C13096	Van Buren Easement
D15031	D15030	Catalpa Dr	C13103	C13095	Sonoma Pl Easement
D15035	D15034	Catalpa Dr	C14051	C13103	Iris Ln Easement
D14026	D14025	Catalpa Dr	C14039	C14122	101 Crossing
D14033	D14027	Catalpa Dr	C14013	C13013	Terminal Ave
D15014	D15013	James Ave			

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 275
Cupertino, CA 95014
(408) 516-1090

Scope of Services

F&L proposes the following Tasks:

Task I: Project Management and Coordination

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

Task II: Site Investigation, Data Collection, Record Research

- F&L will draft and distribute notification letters to occupants where backyard or side yard access to manholes will be needed.
- Topographic surveys will be performed for manholes at the project sites. Vertical control will be based on NAVD 88 benchmark. Horizontal control based on State Plane coordinates.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes 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 or noted on aerial imagery or District system maps, whichever is used as the base for design drawings.
- District provided CCTV will be reviewed. Where data is missing, new CCTV will be requested from the District.
- Survey information will be translated to AutoCAD drawings for use in the design effort.

Task III: Construction Documents Preparation

- Prepare a construction bid set for Phase IV sites.
- Drawings will be 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 Engineer's opinion of probable construction costs.
- Prepare 70% and 100% submittal packages.
- Following approval, electronic files for the drawings and specifications will be provided to the District for the bidding and construction phases of the project.

Task IV: Permit Coordination

- Coordinate project and initiate permitting with the City of Menlo Park and Caltrans. Obtaining permits will be the responsibility of the contractor.

Task V: Construction Consultation

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct six (6) site visits during construction.
- Prepare responses to Requests for Information.
- Provide construction submittal reviews.
- 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.
- The scope of services does not include construction survey staking.
- Preparation of CEQA documentation is not included in this proposal.

Project Schedule

Below is our project schedule starting from the Notice to Proceed. It is anticipated to be 14 weeks from the Notice to Proceed.

- 8 weeks for review of existing records, coordinating site visits, and conducting surveys.
- 6 weeks for 70% CDs
- 2 weeks review/comments
- 4 weeks for 100% CDs
- 1 week review/comments
- 1 weeks for permit/bid/construction set

With this schedule, should the design project Notice to Proceed be given at the end of September 2026, the project is anticipated to be out to bid in February 2027 with bids open in March 2027.

Compensation

We propose to provide our professional services on a time and materials basis as follows:

	TASK	Proposed Fee
I.	Project Management and Coordination	\$ 13,610
II.	Site Investigation, Data Collection, Record Research	\$ 66,600
III.	Construction Document Preparation	\$ 88,760
IV.	Permit Coordination	\$ 10,000
V.	Construction Consultation	\$ 75,880
	TOTAL	\$254,850

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

Very truly yours,



Richard J. Laureta, P.E. President
FREYER & LAURETA, INC.



Lorraine F. Htoo, P.E. Vice President

Enclosure: Fee Proposal, Grid Maps

TABLE 1

FEE ESTIMATE:

Estimate Budget for Engineering Services

Capital Improvement Project – Point Repair Project Phase IV

West Bay Sanitary District

PREPARED BY:

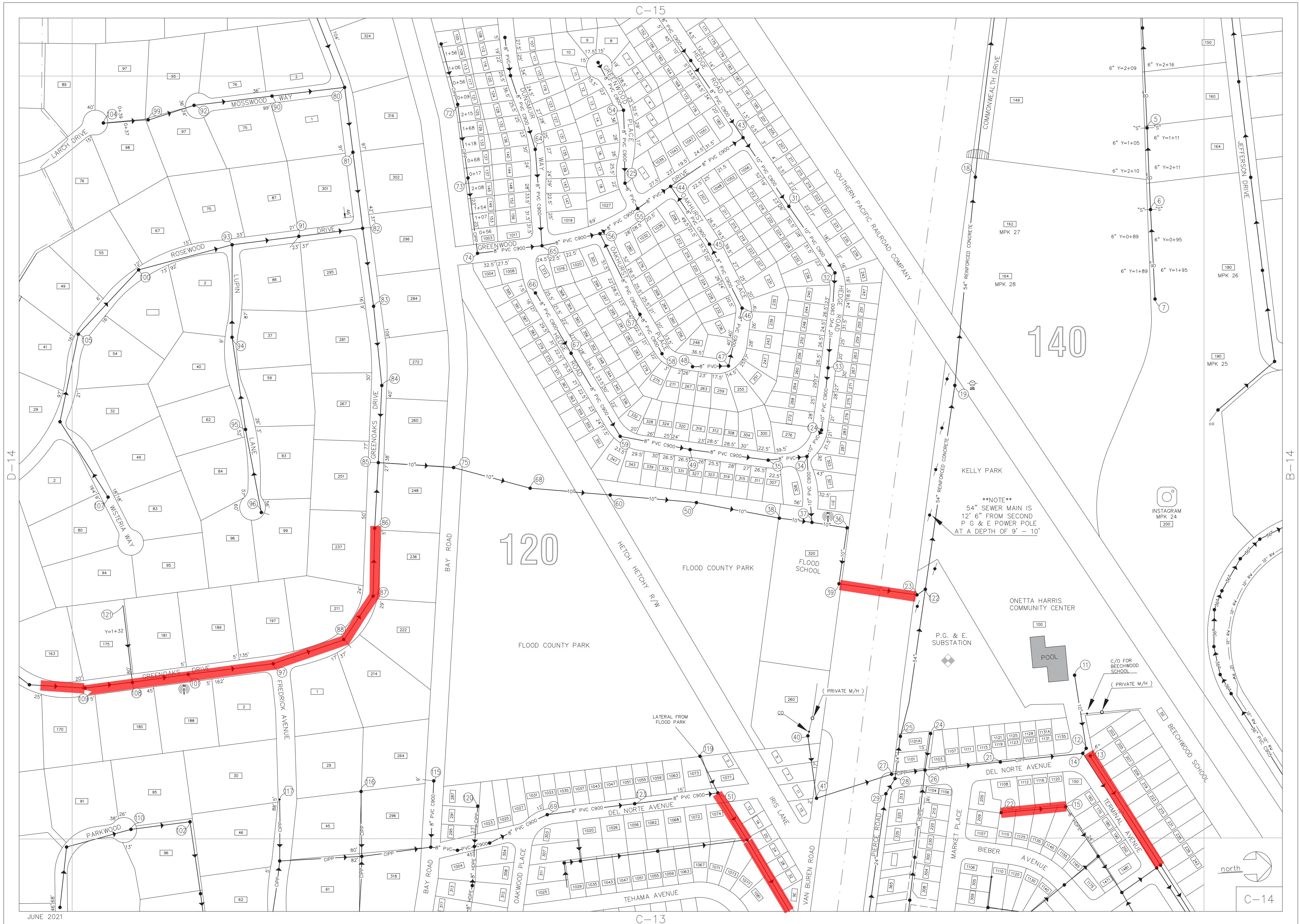
FREYER & LAURETA, INC.

Task Hours	Principal	Project Manager	Staff Engineer IV	Staff Engineer II	2-Person Survey Crew	Admin Staff	Total Cost per Task
Task I: Project Management and Coordination							
Monitoring Budget and Project Schedule	3	6					\$2,550
Meetings	6						\$1,800
QA/QC	12	12					\$6,900
Monthly Progress and Cost Summary Report, Invoices		6				6	\$2,358
Task I Subtotal:	21	24	0	0	0	6	\$13,610
Task II: Site Investigation, Data Collection, Record Research							
Review existing CCTV and Records, drawings, limit of projects, field reconnaissance		4	16	40			\$11,580
Utility Coordination		4	8	24			\$7,060
Perform Field Investigation and survey of project areas (budget)	1	4	8	8			\$4,480
Develop design Base Maps including utilities, right of way, easements	1	4	16	60	70		\$43,480
Task II Subtotal:	2	16	48	132	70	0	\$66,600
Task III: Construction Documents Preparation							
70% Construction Documents	8	20	36	220			\$54,880
100% Construction Documents	4	20	24	80			\$26,020
Issue for Bid Submittal Package	2	4	16	16			\$7,860
Task III Subtotal:	14	44	76	316	0	0	\$88,760
Task IV: Permit Coordination							
Coordinate Permits with Jurisdictional Agencies	2	8		40			\$10,000
Task IV Subtotal:	2	8	0	40	0	0	\$10,000
Task V: Construction Consultation							
Provide bid assistance, clarification, prepare addenda	1	2	8				\$2,490
Conduct six (6) meetings/site visits	3	12	12				\$6,660
Prepare Responses to Requests for Information							
Assume 25 RFIs, 2 hour per RFI plus management		25	50				\$17,125
Internal Review	8						\$2,400
Review Submittals							
Assume 40 submittals, 2 hours per submittal plus management		40	80				\$27,400
Internal Review	8						\$2,400
Review Change Orders							
Assume 6 clarifications, 4 hour per clarification plus management		6	24				\$6,570
Internal Review	4						\$1,200
Project Closeout (Allowance)	1	2	8				\$2,490
Prepare Record Drawings							
Prepare Draft Record Drawings		2	22				\$5,060
Prepare Final Record Drawings incorporating comments		2	6				\$1,780
Internal Review	1						\$300
Task V Subtotal:	26	91	210	0	0	0	\$75,880
FEE ESTIMATE TOTAL:							\$254,850
F&L Hourly Rates	\$300	\$275	\$205	\$180	\$400	\$118	

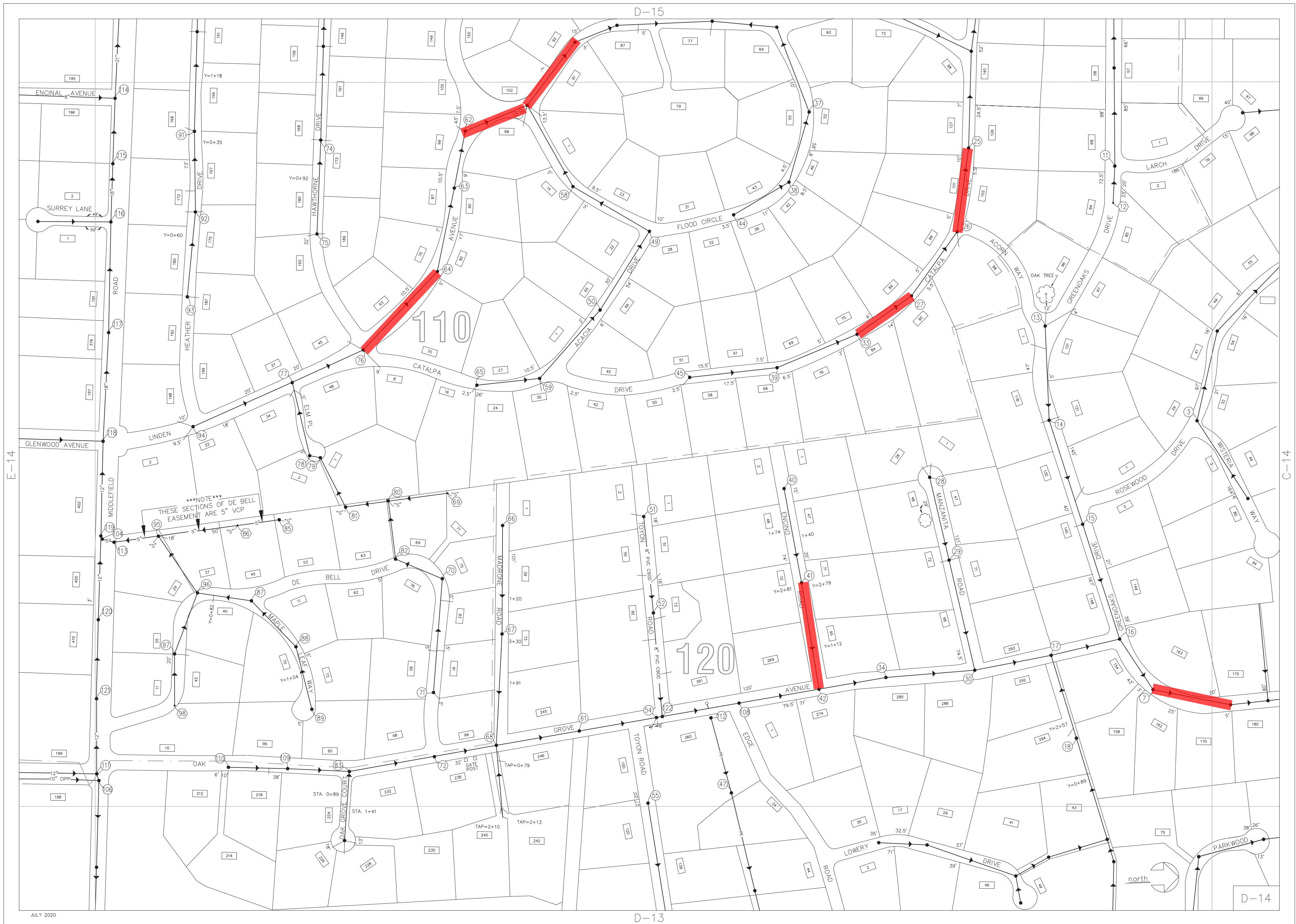
Notes:

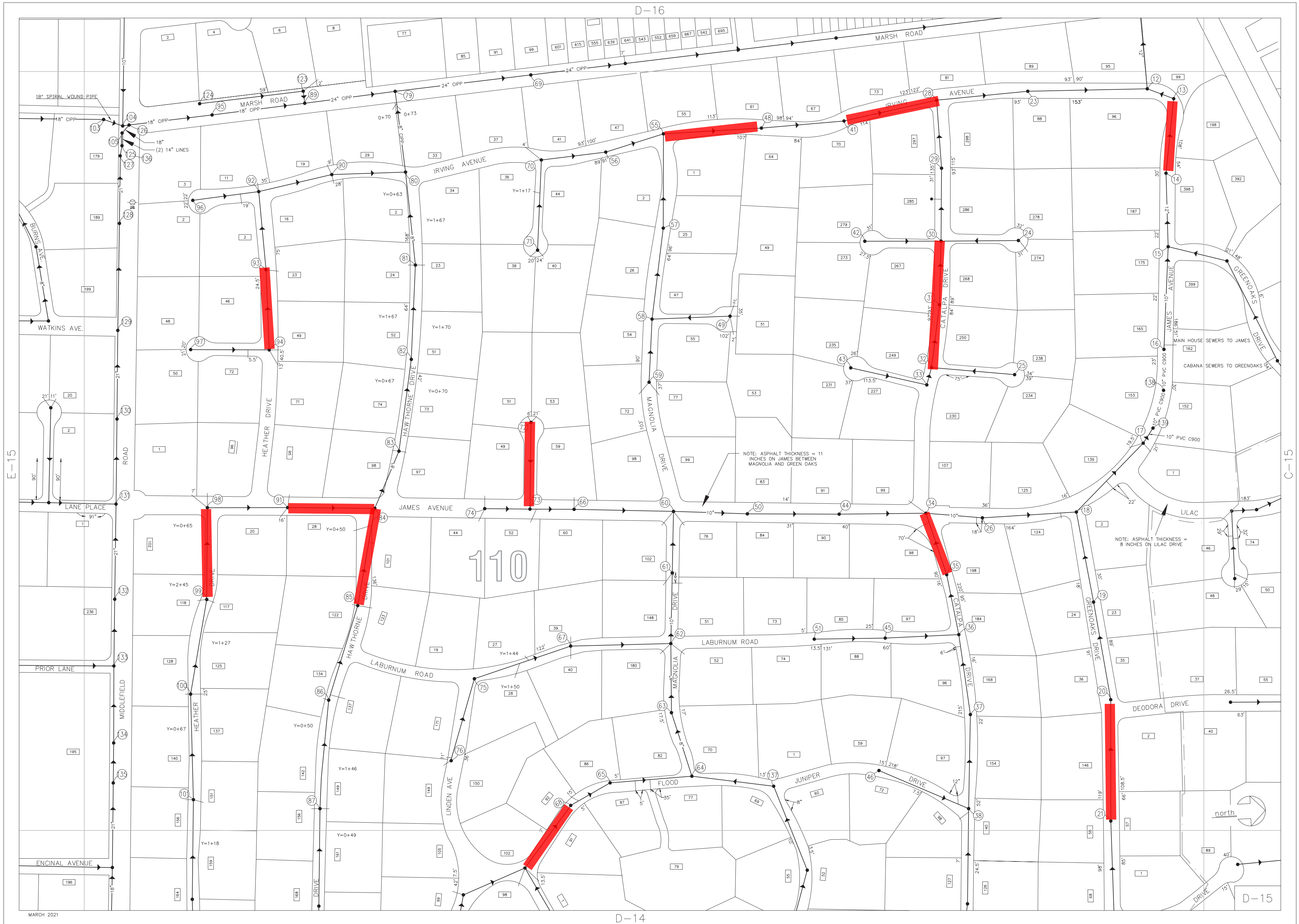
1. Not all staff positions are listed. Other staff positions may be utilized and will be billed at hourly rates according to F&L's 2026 Rate Schedule. The Not to Exceed Budget will remain the same.
2. Breakdown by task is for estimating purposes only. Level of effort between tasks may vary.
3. Total and Subtotals are rounded to nearest \$10.





JUNE 2021





**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 12th day of August, 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 POINT REPAIR PROJECT PHASE IV 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 for the point repair, replacement, and rehabilitation of sanitary sewer mains in Menlo Park and Caltrans right of way.

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.

III. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either December 31, 2027 or the timely completion of the Scope of Work described in the Proposal, whichever is later.

Commented [AG1]: I assume this should be December 31, 2027?

Commented [FH2R1]: yes

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 December 31, 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.

IV. 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 \$280,335.00 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.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that 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.

VI. 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.

VII. 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.

VIII. TERMINATION

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

IX. SUBCONTRACTS

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

X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws 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

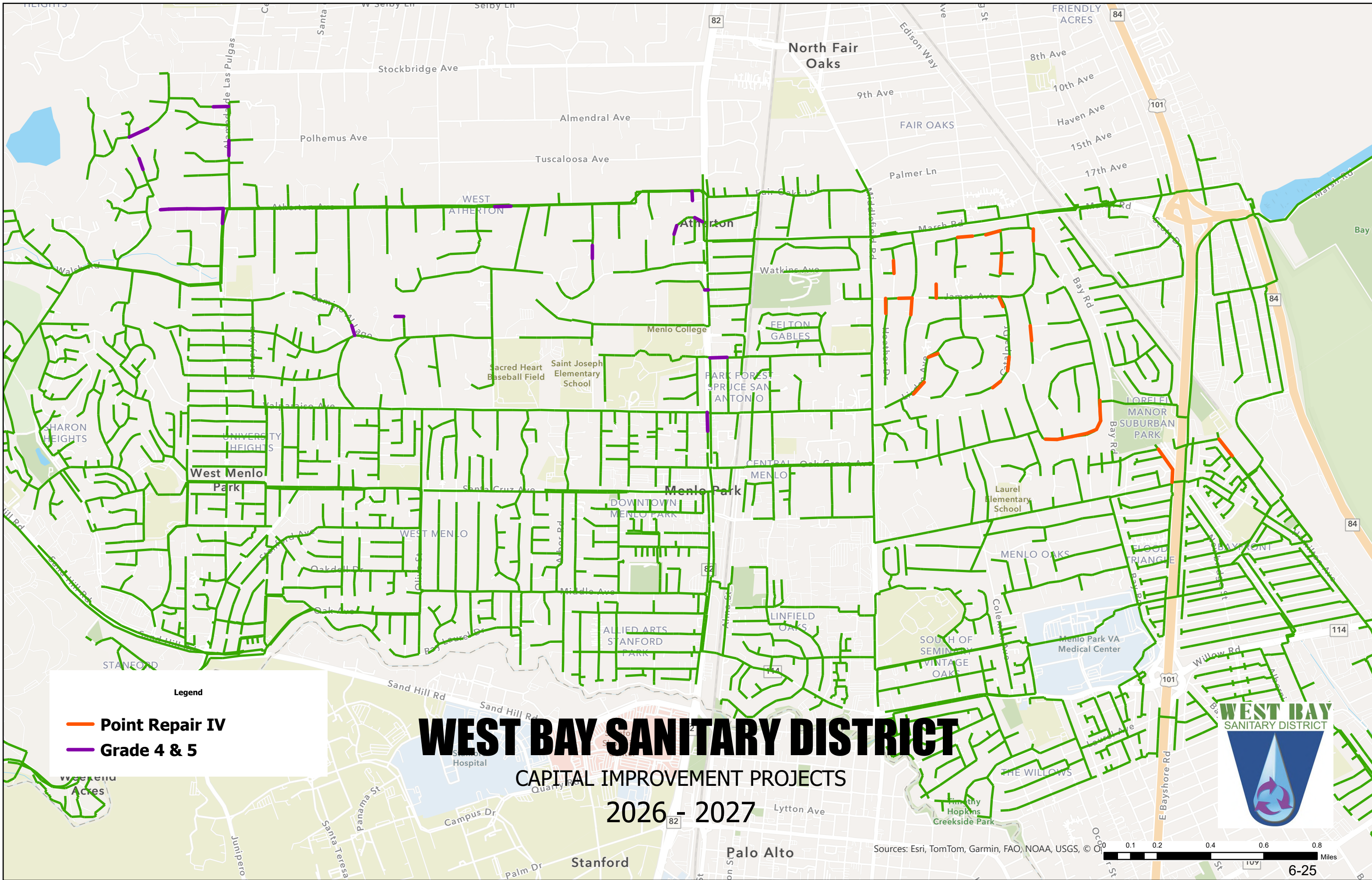
8/12/2026

WBSD Standard Consultant Agreement

**EXHIBIT
“A”
SCOPE
OF
WORK**

8/12/2026

WBSD Standard Consultant Agreement



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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 Execute an Agreement for Engineering Design Services with Freyer & Laureta, Inc. for \$198,690.00 with a 10% Contingency for the Grade 4&5 Pipe Repair and Replacements Sanitary Sewer Improvements Project No. 1778.0*

Background.

The District has requested engineering, surveying, and design services from Freyer & Laureta, Inc. for the Linear Asset Management Plan (LAMP) Projects. These projects are identified in the Master Plan as Priority 1 Grade 5 Defects, Priority 2 Grade 4 Defects, and Contiguous Grade 4 Defects.

The engineer will work with other agencies to align all pipe repairs and replacement work to be constructed prior to the agencies' pavement improvements plans.

The first Grade 4 and 5 projects are currently under construction by Casey Construction, Inc.

Analysis

This proposal is for the design through construction consultation for the 2026-2027 Pipeline Replacement Grades 4&5 Project, and includes improvements in the following streets and/or easements encompassing 20 pipe sections and approximately 5,500 linear feet of pipe mainly within the Town of Atherton:

US MH	DS MH	Street / Area	US MH	DS MH	Street / Area
K10016	K10012	South Balsamina	G15048	G15042	Camino Al Lago
E14090	E14088	El Camino Real	H16031	H16030	Alameda De Las Pulgas
E15104	E15145	El Camino Real	H16040	H16030	Atherton Avenue
E15108	E15090	Encinal Avenue	H16045	H16040	Atherton Avenue
E16066	E16064	Winchester	H16050	H16045	Atherton Avenue
E16080	E16079	O'dell Place	H16058	H16050	Atherton Avenue
F15036	F16037	Isabella Easement	H16060	H16061	Ridgeview Drive
F16006	F16005	Winchester	H17005	H16024	Alameda De Las Pulgas
F16056	F16054	Atherton Avenue	H17008	H17003	Fletcher Easement
G15032	G15028	Somerset Easement	H17034	H17027	Fletcher

The Proposed Tasks for the Agreement include:

Task I – Project Management and Coordination

- Attend meetings, coordinate, provide QA/QC & monitor schedule and budget.

Task II – Site Investigation, Data Collection, Record Research

- Topographic survey, determining inverts, site improvement determination, utility & easement research, & Computer-Aided Design (AutoCAD). Vertical control will be based on NAVD 88 benchmark, and horizontal control will be based on State Plane coordinates. District provided CCTV will be reviewed. Survey information will be translated to AutoCAD drawings for use in the design effort.

Task III –Construction Documents Preparation

- Prepare a construction bid set for Grade 4&5 Sites. Drawings will be in AutoCAD format. Prepare Engineer's Opinion of probable construction costs. Prepare 70% and 100% submittal packages.

Task IV –Permit Coordination

- Coordinate project and initiate permitting with the Town of Atherton. Obtaining permits will be the responsibility of the contractor.

Task V –Construction Consultation

- 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.

The project is anticipated to be out in mid-January 2027 and bid opening in mid-February/March 2027.

Fiscal Impact

The Capital Asset Fund for Fiscal Year 2026-2027 for Pipeline Replacement and Rehab Engineering has an approved budget of \$240,000.00 for the Grade 4&5 Project. The

total design services for this project are \$198,690.00. The staff requests a 10% contingency for a total of \$218,559.00

Recommendation

The District Engineer recommends the District Board Authorize the General Manager to Execute an agreement for Engineering Design Services for the Grade 4&5 Pipe Repair and Replacements Project with Freyer & Laureta, Inc. for \$198,690.00 for Sanitary Sewer Improvements Project No. 1778.0 and authorize the General Manager to approve up to 10 percent contingency for additional work on an as-needed basis for a total of \$218,559.00.

Attachment: F&L Grade 4&5 Pipe Repair & Replacements Proposal Dated 8/5/2026
Agreement For Professional Services
Project Map

August 5, 2026

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

**RE: ENGINEERING SERVICES PROPOSAL
CAPITAL IMPROVEMENT PROJECT-2025-2026 PIPELINE REPLACEMENT GRADES 4 & 5 PROJECT**

Dear Mr. Heydari,

Thank you for this opportunity to propose on the 2025-2026 Pipeline Replacement Grade 4&5 Project. For this project, the District provided a table of project sites found in grid maps E14, E15, E16, F15, F16, G15, H16, H17, and K10. These maps are attached for reference. As directed by the District, sites on grid maps C13 and C14 were moved to the Point Repair Phase IV project due to the proximity of those sites to that project.

This proposal is for the design through construction consultation for the 2025-2026 Pipeline Replacement Grades 4&5 Project, and includes improvements in the following streets and/or easements encompassing 20 pipe sections and approximately 5,500 linear feet of pipe mainly within the Town of Atherton:

US MH	DS MH	Street / Area	US MH	DS MH	Street / Area
K10016	K10012	South Balsamina	G15048	G15042	Camino Al Lago
E14090	E14088	El Camino Real	H16031	H16030	Alameda De Las Pulgas
E15104	E15145	El Camino Real	H16040	H16030	Atherton Avenue
E15108	E15090	Encinal Avenue	H16045	H16040	Atherton Avenue
E16066	E16064	Winchester	H16050	H16045	Atherton Avenue
E16080	E16079	O'dell Place	H16058	H16050	Atherton Avenue
F15036	F16037	Isabella Easement	H16060	H16061	Ridgeview Drive
F16006	F16005	Winchester	H17005	H16024	Alameda De Las Pulgas
F16056	F16054	Atherton Avenue	H17008	H17003	Fletcher Easement
G15032	G15028	Somerset Easement	H17034	H17027	Fletcher

Scope of Services

F&L proposes the following Tasks:

Task I: Project Management and Coordination

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

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 275
Cupertino, CA 95014
(408) 516-1090

Task II: Site Investigation, Data Collection, Record Research

- F&L will draft and distribute notification letters to occupants where backyard or side yard access to manholes will be needed.
- Topographic surveys will be performed for manholes at the project sites. Vertical control will be based on NAVD 88 benchmark. Horizontal control based on State Plane coordinates.
- Inverts and pipe sizes for all entering and exiting pipes within sanitary sewer manholes 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 or noted on aerial imagery or District system maps, whichever is used as the base for design drawings.
- District provided CCTV will be reviewed. Where data is missing, new CCTV will be requested from the District.
- Survey information will be translated to AutoCAD drawings for use in the design effort.

Task III: Construction Documents Preparation

- Prepare a construction bid set for the 2025-2026 Pipeline Replacement Grades 4&5 Project sites.
- Drawings will be 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 Engineer's opinion of probable construction costs.
- Prepare 70% and 100% submittal packages.
- Following approval, electronic files for the drawings and specifications will be provided to the District for the bidding and construction phases of the project.

Task IV: Permit Coordination

- Coordinate project and initiate permitting with the Town of Atherton, County of San Mateo, and Caltrans. Obtaining permits will be the responsibility of the contractor.

Task V: Construction Consultation

- Provide bid assistance including responses to questions and preparation of addenda.
- Conduct five (5) site visits during construction.
- Prepare responses to Requests for Information.
- Provide construction submittal reviews.
- 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.
- The scope of services does not include construction survey staking.
- Preparation of CEQA documentation is not included in this proposal.



Project Schedule

Below is our project schedule starting from the Notice to Proceed. It is anticipated to be 14 weeks from the Notice to Proceed.

- 8 weeks for review of existing records, coordinating site visits, and conducting surveys.
- 6 weeks for 70% CDs
- 2 weeks review/comments
- 4 weeks for 100% CDs
- 1 week review/comments
- 1 weeks for permit/bid/construction set

With this schedule, should the design project Notice to Proceed be given at the end of September 2026, the project is anticipated to be out to bid in February 2027 with bids open in March 2027.

Compensation

We propose to provide our professional services on a time and materials basis as follows:

	TASK	Proposed Fee
I.	Project Management and Coordination	\$ 13,610
II.	Site Investigation, Data Collection, Record Research	\$ 47,710
III.	Construction Document Preparation	\$ 59,600
IV.	Permit Coordination	\$ 10,000
V.	Construction Consultation	\$ 67,770
	TOTAL	\$198,690

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

Very truly yours,

Richard J. Laureta, P.E. President
FREYER & LAURETA, INC.

Lorraine F. Htoo, P.E. Vice President

Enclosure: Fee Proposal and Grid Maps

TABLE 1

FEE ESTIMATE:

Estimate Budget for Engineering Services

Capital Improvement Project – 2025–2026 Pipeline Replacement Grade 4&5 Project

West Bay Sanitary District

PREPARED BY:

FREYER & LAURETA, INC.

Task Hours	Principal	Project Manager	Staff Engineer IV	Staff Engineer II	2-Person Survey Crew	Admin Staff	Total Cost per Task
Task I: Project Management and Coordination							
Monitoring Budget and Project Schedule	3	6					\$2,550
Meetings	6						\$1,800
QA/QC	12	12					\$6,900
Monthly Progress and Cost Summary Report, Invoices		6				6	\$2,358
Task I Subtotal:	21	24	0	0	0	6	\$13,610
Task II: Site Investigation, Data Collection, Record Research							
Review existing CCTV and Records, drawings, limit of projects, field reconnaissance		2	8	24			\$6,510
Utility Coordination		3	6	20			\$5,655
Perform Field Investigation and survey of project areas (budget)	1	3	6	6			\$3,435
Develop design Base Maps including utilities, right of way, easements	1	2	12	40	54		\$32,110
Task II Subtotal:	2	10	32	90	54	0	\$47,710
Task III: Construction Documents Preparation							
70% Construction Documents	6	18	40	120			\$36,550
100% Construction Documents	2	14	18	50			\$17,140
Issue for Bid Submittal Package	2	4	10	12			\$5,910
Task III Subtotal:	10	36	68	182	0	0	\$59,600
Task IV: Permit Coordination							
Coordinate Permits with Jurisdictional Agencies	2	8		40			\$10,000
Task IV Subtotal:	2	8	0	40	0	0	\$10,000
Task V: Construction Consultation							
Provide bid assistance, clarification, prepare addenda	1	2	8				\$2,490
Conduct five (5) meetings/site visits	2	10	10				\$5,400
Prepare Responses to Requests for Information							
Assume 20 RFIs, 2 hour per RFI plus management		20	40				\$13,700
Internal Review	8						\$2,400
Review Submittals							
Assume 40 submittals, 2 hours per submittal plus management		40	80				\$27,400
Internal Review	8						\$2,400
Review Change Orders							
Assume 4 clarifications, 4 hour per clarification plus management		4	16				\$4,380
Internal Review	4						\$1,200
Project Closeout (Allowance)	1	2	8				\$2,490
Prepare Record Drawings							
Prepare Draft Record Drawings		2	18				\$4,240
Prepare Final Record Drawings incorporating comments		2	4				\$1,370
Internal Review	1						\$300
Task V Subtotal:	25	82	184	0	0	0	\$67,770
FEE ESTIMATE TOTAL:							\$198,690
F&L Hourly Rates	\$300	\$275	\$205	\$180	\$400	\$118	

Notes:

1. Not all staff positions are listed. Other staff positions may be utilized and will be billed at hourly rates according to F&L's 2026 Rate Schedule. The Not to Exceed Budget will remain the same.
2. Breakdown by task is for estimating purposes only. Level of effort between tasks may vary.
3. Total and Subtotals are rounded to nearest \$10.





G-16

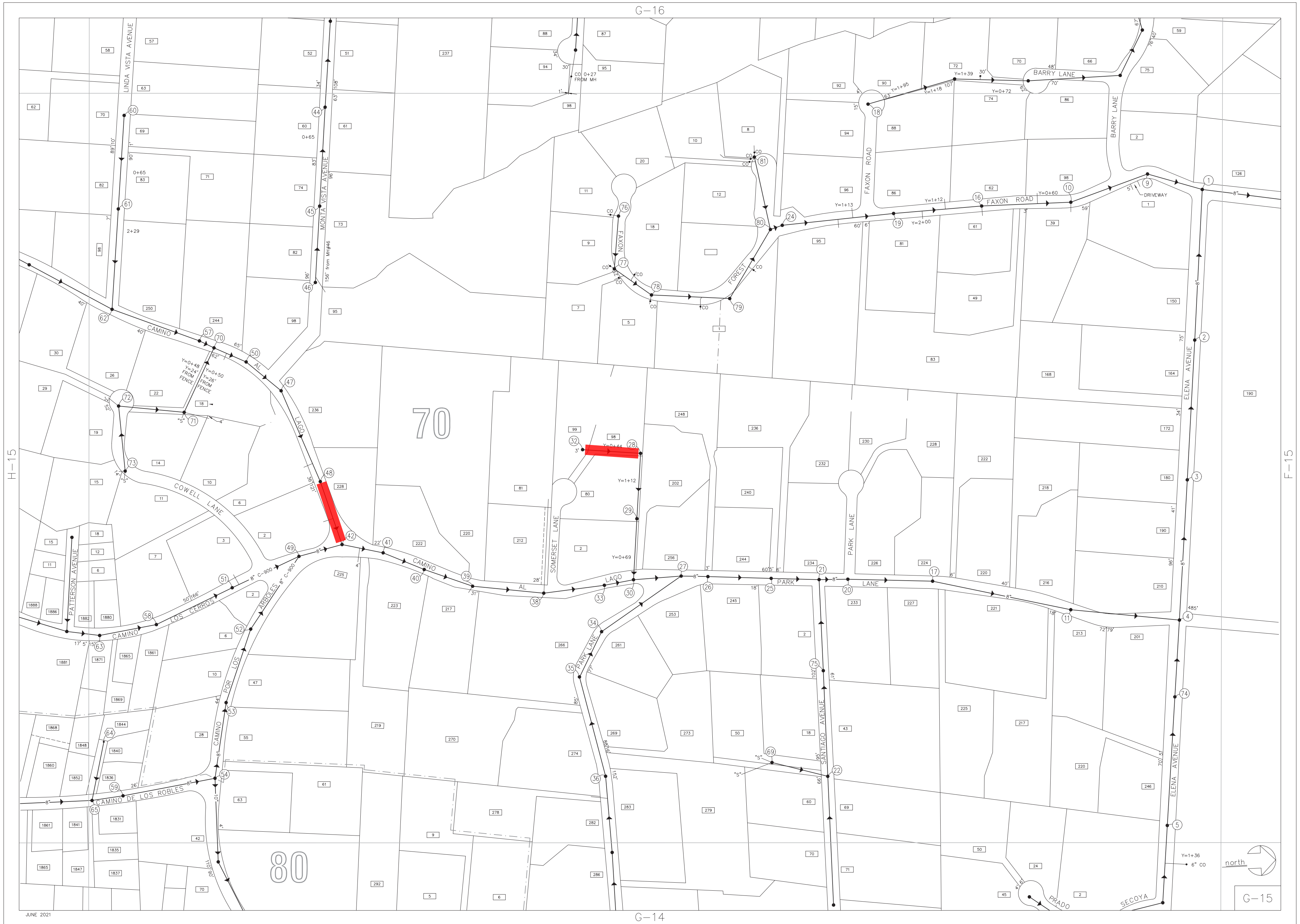
E-16



OCTOBER 2020

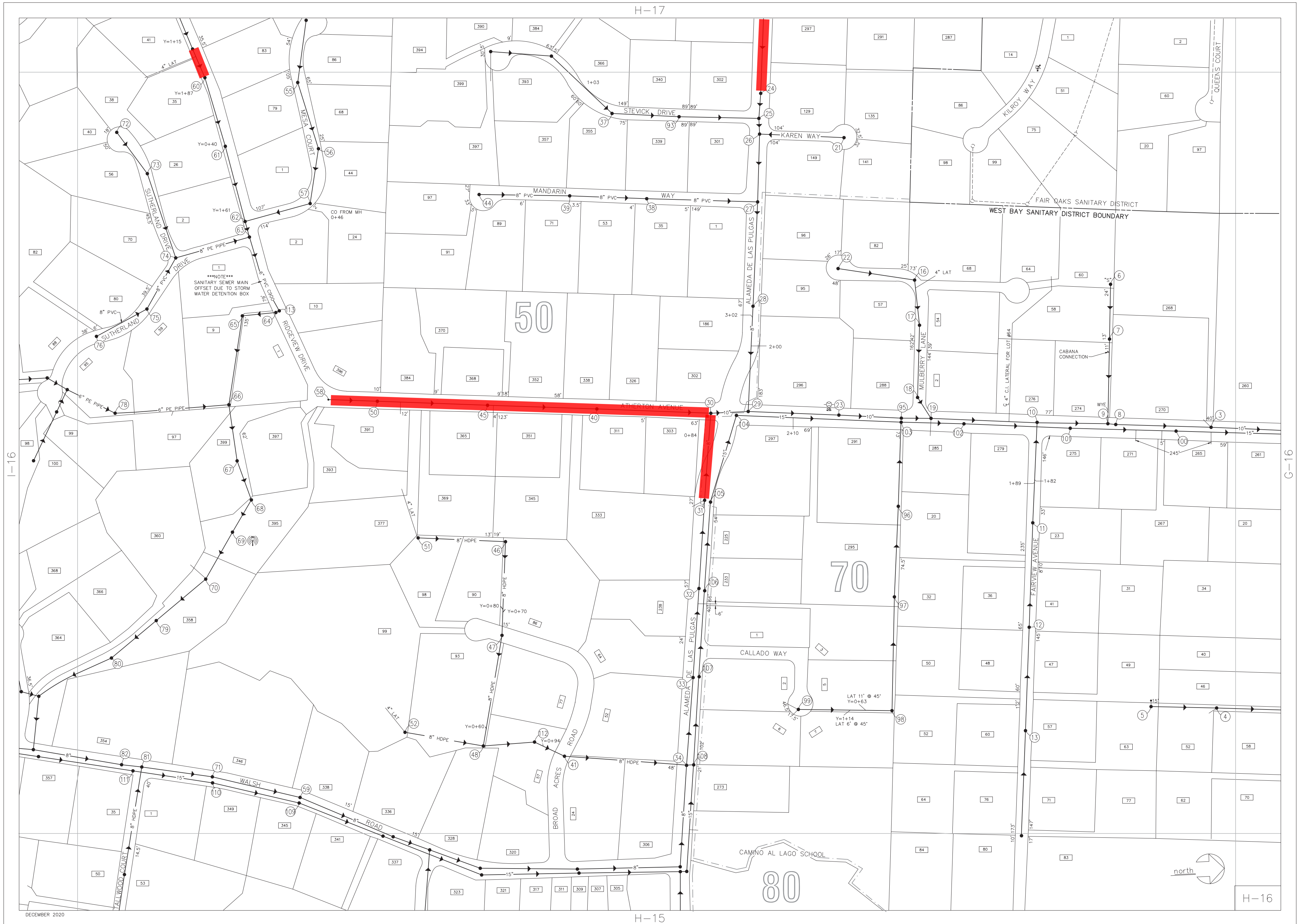
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JUNE 2021

G-15





K-10

**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 12th day of August, 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 GRADE 4&5 PIPE REPAIR AND REPLACEMENTS IMPROVEMENT PROJECT NO. 1778.0 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 for the pipe repair, replacement, and rehabilitation of sanitary sewer mains in Town of Atherton right of way.

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.

III. TIME FOR COMPLETION

The term of this Agreement shall commence on the effective date of this Agreement and terminate on either December 31, 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 December 31, 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.

IV. 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 \$218,559.00 as specified in the Proposal, including the contingency amount, 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.

V. RESPONSIBILITY OF CONSULTANT

Consultant agrees that in undertaking the duties to be performed hereunder, it shall act as an independent consultant for and on behalf of the District. The District shall not direct the work and means for accomplishment of the services and work to be performed hereunder. The District, however, retains the right to require that 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.

VI. 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.

VII. 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.

VIII. TERMINATION

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

IX. SUBCONTRACTS

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

insurance required from subcontractors.

X. OTHER TERMS

1. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state and local laws 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

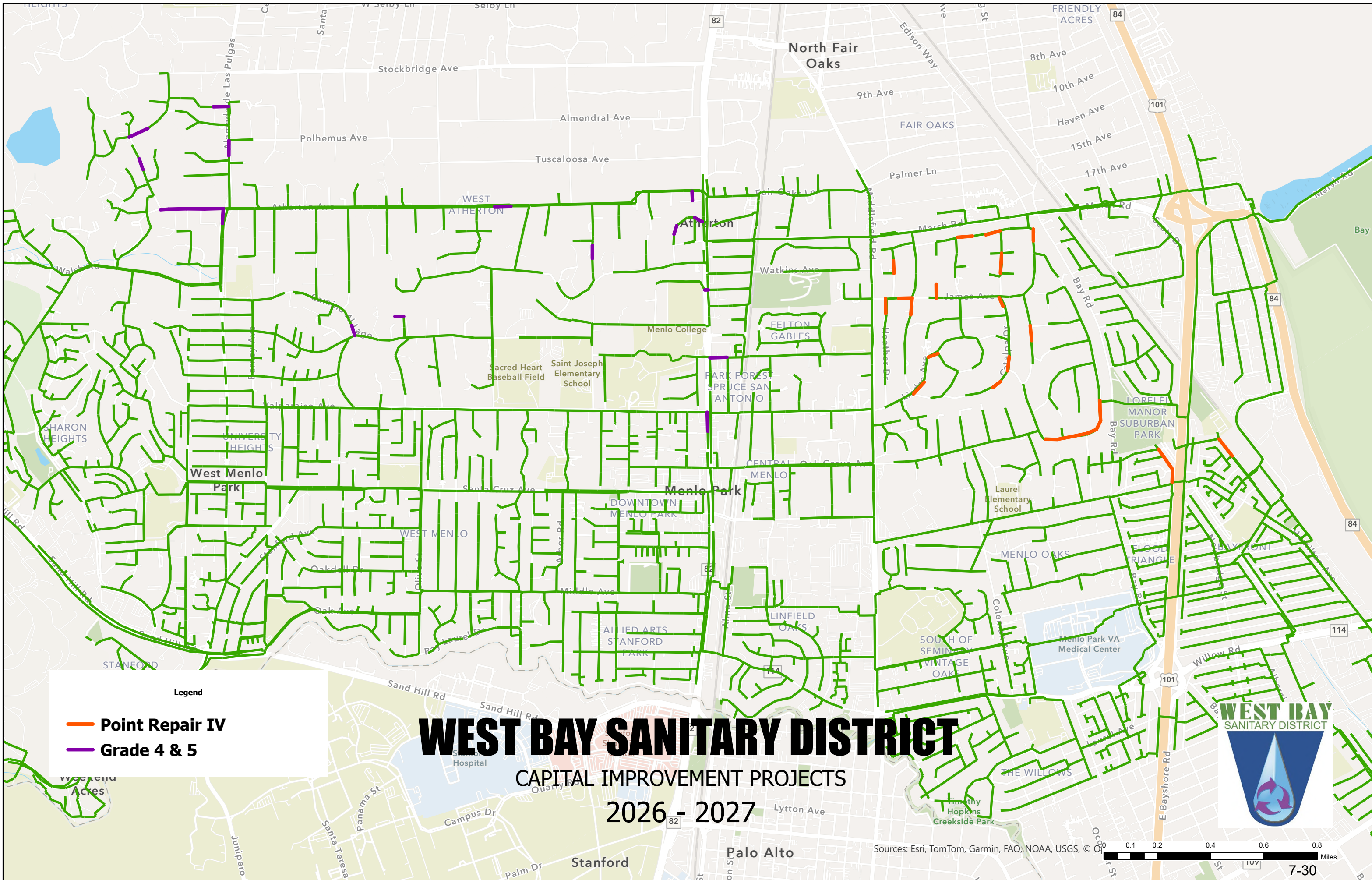
EXHIBIT

“A”

SCOPE

OF

WORK



WEST BAY SANITARY DISTRICT

CAPITAL IMPROVEMENT PROJECTS

2026 - 2027



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © 2023



WEST BAY SANITARY DISTRICT AGENDA ITEM 8

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
February	4.2MG	55.6K
March	5.9MG	3.9MG
April	7.5MG	2.8MG
May	10.2MG	7.5MG
June	10.6MG	8.9MG
July	10.3MG	8.9MG

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 9

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 project.

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

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WEST BAY SANITARY DISTRICT AGENDA ITEM 10

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 11

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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