



EAST BAY DISCHARGERS AUTHORITY  
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*A Joint Powers Public Agency*

**ITEM NO. 15**

**OPERATIONS & MAINTENANCE COMMITTEE AGENDA**

**Tuesday, July 15, 2025**

**4:00 PM**

**East Bay Dischargers Authority  
2651 Grant Avenue, San Lorenzo, CA**

**Committee Members: Azevedo (Chair); Johnson**

**OM1. Call to Order**

**OM2. Roll Call**

**OM3. Public Forum**

**OM4. EBDA Permit Compliance**

(The Committee will be updated on EBDA's NPDES compliance.)

**OM5. Status Report**

(The Committee will be updated on EBDA's O&M activities.)

**OM6. Motion Authorizing the General Manager to Execute an Amendment to the Lease Agreement with Oro Loma Sanitary District**

(The Committee will consider the motion.)

**OM7. Motion Authorizing the General Manager to Execute an Agreement with McGuire and Hester for Levee Rip Rap Restoration in an Amount Not to Exceed \$60,000**

(The Committee will consider the motion.)

**OM8. Adjournment**

Agenda Explanation  
East Bay Dischargers Authority  
O&M Agenda  
July 15, 2025

Any member of the public may address the Commission at the commencement of the meeting on any matter within the jurisdiction of the Commission. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Commission limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Commission on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.

In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, contact Juanita Villasenor at [juanita@ebda.org](mailto:juanita@ebda.org) or (510) 278-5910. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.

**Next Scheduled Operations and Maintenance Committee is  
September 16, 2025 at 4:00 pm**

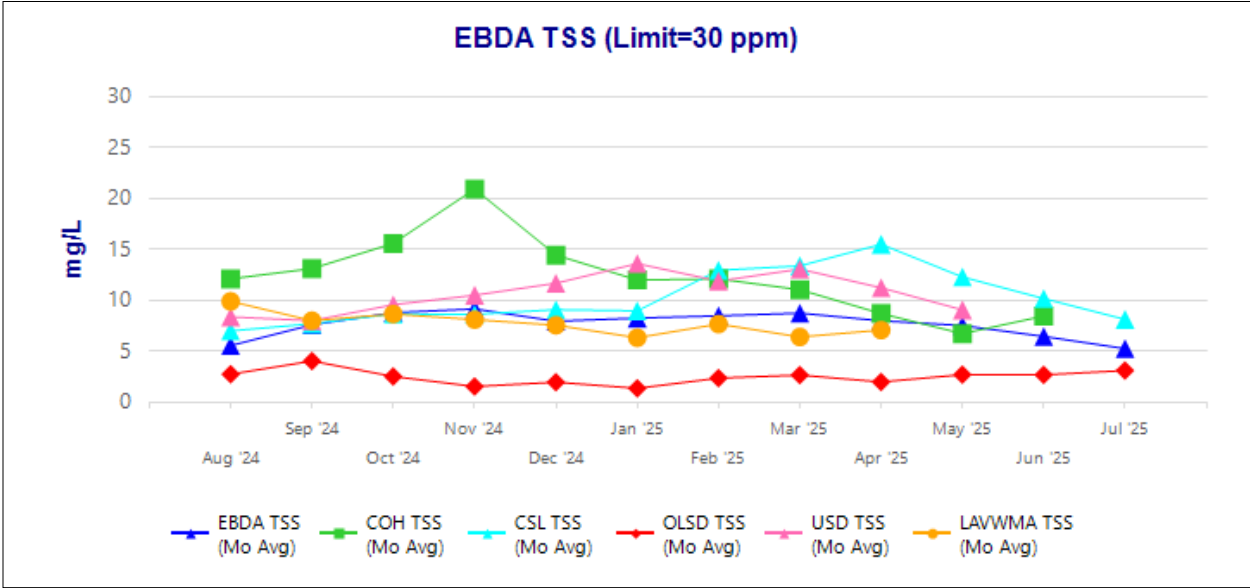
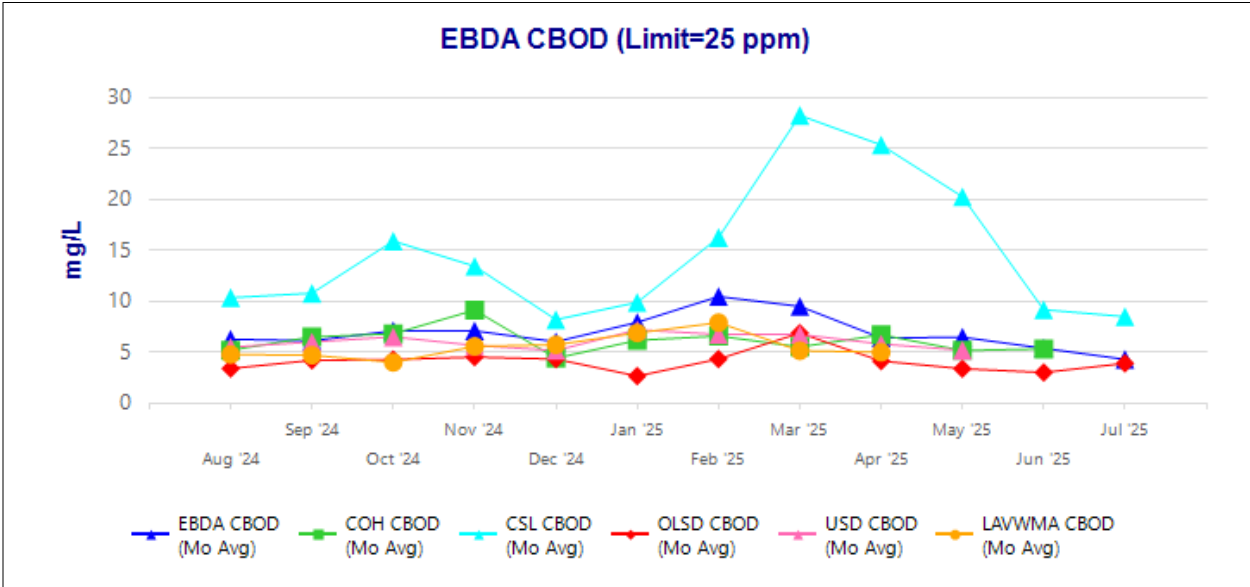
**ITEM NO. OM4 EBDA PERMIT COMPLIANCE**

**Recommendation**

For the Committee’s information only; no action is required.

**Discussion**

EBDA has continued NPDES compliance. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators follows.



## EBDA Bacterial Indicators

Date	FECAL	ENTERO
	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	1100
Limit (Geomean)	500	280
<b>July 2024 Geomean</b>	<b>59</b>	<b>5</b>
<b>August 2024 Geomean</b>	<b>153</b>	<b>21</b>
<b>September 2024 Geomean</b>	<b>109</b>	<b>13</b>
<b>October 2024 Geomean</b>	<b>33</b>	<b>4</b>
<b>November 2024 Geomean</b>	<b>24</b>	<b>2</b>
<b>December 2024 Geomean</b>	<b>22</b>	<b>5</b>
<b>January 2025 Geomean</b>	<b>25</b>	<b>5</b>
<b>February 2025 Geomean</b>	<b>44</b>	<b>10</b>
<b>March 2025 Geomean</b>	<b>20</b>	<b>13</b>
<b>April 2025 Geomean</b>	<b>32</b>	<b>62</b>
5/5/2025	33	109
5/6/2025	17	148
5/7/2025	NA	731
5/12/2025	7	109
5/13/2025	4	98
5/14/2025	NA	313
5/19/2025	17	187
5/20/2025	2400	89
5/26/2025	240	55
5/27/2025	49	142
<b>May 2025 Geomean</b>	<b>41</b>	<b>148</b>
6/2/2025	8	51
6/3/2025	240	52
6/4/2025	NA	76
6/9/2025	33	13
6/10/2025	280	8
6/16/2025	11	2
6/17/2025	2	6
6/23/2025	2	8
6/24/2025	13	6
6/30/2025	13	4
<b>June 2025 Geomean</b>	<b>17</b>	<b>12</b>

## **ITEM NO. OM5 STATUS REPORT**

### **Union Effluent Pump Station (UEPS)**

No change; all equipment is operational.

### **Hayward Effluent Pump Station (HEPS)**

#### **Effluent Pump Replacement Project**

The two new HEPS pumps have been operating for almost six months without any major issues. On July 1, the third new HEPS Pump was installed, and the fourth and last old pump was removed. Commissioning of the third new pump is scheduled for the week of July 14. On July 9, the last new concrete pump pad was poured, and the last new pump will be installed in early August.

### **Oro Loma Effluent Pump Station (OLEPS)**

No change; all equipment is operational.

### **Skywest Pump Station**

#### **Recycled Water Production**

During the month of June 2025, the Skywest Recycled Water System operated for three days and produced 1.71 million gallons of recycled water.

### **Marina Dechlorination Facility (MDF)**

#### **Levee Rip Rap Restoration Project**

Staff is proposing to hire a contractor to place rip rap at the shoreline in front of the facility to prevent erosion and protect the meter vault. See Item No. OM7.

### **Force Main**

No change; all equipment is operational.

### **Operations Center**

No change; all equipment is operational.

### **Miscellaneous Items**

#### **Underground Service Alerts**

EBDA received sixteen (16) Underground Service Alert (USA) tickets during the month of June 2025. Eleven required an Electronic Positive Response (EPR) and calls/emails to the excavators, and of the eleven, seven required field verification.

## **Special Projects**

### **Cargill Brine Project**

Staff is proposing approval of a Project Approval Agreement and project CEQA documentation. See Items No. FM10 and FM11.

### **Advanced Quantitative Precipitation Information (AQPI) Project**

The regional AQPI project continues to move forward with the goal of improving the prediction of rainfall events in the Bay Area. The East Bay radar was installed at [Rocky Ridge](#) in Las Trampas Regional Wilderness Park in December 2022, and data from the site became available in December 2023. Agencies are currently developing additional tools to make the data more accessible for use in decision-making. A 2-day workshop with agencies and program managers was held in June 2025. The workshop agenda and presentations can be found here:

<https://drive.google.com/drive/folders/1GgiAAX423AxT1q3rTeOdoiirjgFlnT8?usp=sharing>

Sonoma Water, which has acted as program manager and grant administrator for the project since its inception, is in the process of reaching out to participating agencies regarding future funding needs. This includes funding for installation of a C-band radar to complete the regional radar network, as well as long-term funding to the Center for Western Weather and Water Extremes (CW3E) at Scripps Institution of Oceanography, UC San Diego, for AQPI system operation, maintenance, and improvements. This local funding would begin in Fiscal Year 2026-2027. The estimated cost of the C-band is \$1 M, and Sonoma Water has proposed to split that cost in four ways – north (Sonoma/Marin), south (Valley Water), west (SFPUC), and east, with EBDA participating in the \$250k East Bay contribution with other East Bay agencies. A similar split has been proposed for the \$1 M ongoing O&M cost. Discussions are yet to take place on how to split the East Bay contributions, and staff will keep the Commission apprised.

**ITEM NO. OM6 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH ORO LOMA SANITARY DISTRICT**

**Recommendation**

Approve the motion extending the lease with Oro Loma Sanitary District.

**Strategic Plan Linkage**

4. **Sustained Organization:** Sustain a functional, productive, resilient organization to ensure EBDA can strive to achieve its Mission and Vision.
6. **Internal Collaboration:** Expand cooperation among EBDA Member Agencies to improve economies of scale, reduce duplication of effort, and enhance each Agency's capacity.

**Background**

EBDA owns and operates an Operations Center, sometimes called an Administration Building, on land owned by Oro Loma Sanitary District (OLSD). On April 12, 1979, EBDA entered into a land lease agreement with OLSD to use the land on which the building sits. The lease agreement states, "Lessor (OLSD), by previous agreements with Lessee (EBDA), has allowed Lessee to build and occupy its own building on an undivided portion of Lessor's land pursuant to the terms of this Agreement." The agreement lays out an annual rent payment for the land, currently \$6,450, as well as compensation for the use of OLSD's restrooms and Board room. It also includes insurance and indemnity provisions.

The agreement has been amended approximately every five years to extend the term and update the rental fees, most recently in 2020, expiring June 30, 2025. The arrangement benefits both agencies.

**Discussion**

As discussed with the Committee in May 2025, staff worked with OLSD staff to develop a draft lease amendment that would extend the lease through 2040, consistent with the duration of the Joint Powers Agreement (JPA). Based on current rental prices for similar unimproved vacant properties in the area, staff negotiated a rate of \$9,700 per year for the next five years.

When presented with this proposal, the OLSD Board requested that its staff obtain an independent appraisal to determine the fair market rent for the site. The OLSD Board further directed that the lease be for five years rather than fifteen. OLSD hired Newmark Valuation and Advisory to perform an appraisal, which concluded that the fair market rental value is \$7,200 per year.

On July 8, 2025, the OLSD Board approved a five-year lease with EBDA, including an annual rate of \$8,100. Consistent with past practice, this value was determined by

increasing the \$7,200 base lease rate by CPI (assumed to be 3%) and then applying the calculated rent from the 5<sup>th</sup> year to the prior 5 years. The draft lease is attached, showing changes from the previously adopted version.

LAND LEASE AGREEMENT, DATED APRIL 12, 1979,  
BETWEEN THE ORO LOMA SANITARY DISTRICT  
AND THE EAST BAY DISCHARGERS AUTHORITY

Amended ~~January-July 17, 2020~~5

**PREMISES:**

Lessor owns a 2.8 acre parcel of land situated at 2655 Grant Avenue, San Lorenzo, California. The parcel is referred to as parcel 7-8 in the Alameda County Assessors Book 41 1, Map 438. There are contiguous improved buildings upon the parcel, each separately owned and occupied by Lessor and Lessee. Lessor, by previous agreements with Lessee, has allowed Lessee to build and occupy its own building on an undivided portion of Lessor's land pursuant to the terms of this Agreement.

**TERM:**

The term of this lease commenced on the 1<sup>st</sup> day of July 1979, and terminates on the 1<sup>st</sup> day of July ~~2025~~2030, unless otherwise extended by mutual consent. This Agreement, as amended on ~~January-July 17, 2025~~0, supersedes all previous Agreements between the parties.

**RENT:**

1. The rent shall be payable during the term of this Lease annually in advance by the 10<sup>th</sup> day of July each year.
2. It is agreed that the rents shall be modified each fifth consecutive year so that this Lease shall reflect the reasonable rental value of the real property during the ensuing five-year period:

July 1979 – June 1984	\$1,200 per year
July 1984 – June 1989	unchanged
July 1989 – June 1995	unchanged
July 1995 – June 2000	\$3,000 per year
July 2000 – June 2005	\$3,600 per year
July 2005 – June 2010	\$4,140 per year
July 2010 – June 2015	\$4,670 per year
July 2015 – January 1, 2020	\$5,300 per year
January 1 – June 30, 2020	\$5,300 per year
July 1, 2020 – June 30, 2025	\$6,450 per year
<u>July 1, 2025 – June 30, 2030</u>	<u>\$8,100 per year</u>

EBDA\_land\_lease\_agrmnt\_2020 Final.docx

The parties agree that no later than ~~ninety-one hundred-eighty~~ (90180) days prior to the termination of each five-year interval, the parties shall meet and negotiate a new rental fee. In the event that the parties cannot agree as to a new rental fee, it is agreed that the parties will jointly appoint an appraiser who shall appraise the real property subject to this Lease; and should the parties be unable to agree on a single appraiser, then each party shall appoint their own appraiser and the two appraisers shall appoint a third, and a majority vote of the three appraisers shall determine the appraised rental value of the property.

It is further agreed that the appraised rental value of the property shall be deemed the rental value of the property as unimproved property, bearing in mind that the improvements or said property, to wit, the building, have been paid for by the Lessee.

#### USE OF PREMISES:

It is hereby understood by the parties that the Lessee owns and occupies an operations center building more particularly described in the plan prepared by Kennedy Engineers, titled "Operations Center." It is further agreed that Lessor allows Lessee's employees, agents, and guests to use Lessor's ~~toilet facilities, restrooms~~ and Board ~~meeting~~ room for public meetings during the term of this Lease.

#### INSURANCE AND INDEMNIFICATION:

Lessee shall obtain and maintain in full force and effect insurance policies containing the following minimum coverage:

- a. Basic Comprehensive Liability
  - \$1,500,000/each occurrence, Bodily Injury
  - \$1,500,000/aggregate per annum, Bodily Injury
  - \$1,500,000/each occurrence, Property Damage
  - \$1,500,000/aggregate per annum, Property Damage

Additional to and independent of all other provisions of this Lease, the Lessor and Lessee agree to forever indemnify and save each other harmless of and from any and all claims, demands, obligations, liabilities, cause or causes of action by reason of condition, use or misuse of the common use areas.

An endorsement of said insurance herein above referred to shall be delivered to Lessor within ten (10) days after the date of the execution thereof, and renewed annually. Lessees' insurance policy shall contain a clause requiring a thirty (30) day notice to Lessor in the event of cancellation or interruption of insurance coverage.

**UTILITIES:**

It is understood by the parties that the Lessee shall have separate utilities to the demised premises including, but not limited to, electrical, gas, and water. Lessee shall be responsible to pay for water, gas, heat, and electricity which may be furnished to or used in or about the demised premises during the term of the Lease.

**COMMON AREA MAINTENANCE AND REPAIR:**

Lessor shall be responsible to pay for water, gas, heat, electricity, and sewer service for the common use ~~toilet facilities~~restrooms and Board ~~meeting~~ room during the term of this Lease.

Lessee shall pay to Lessor its prorated share of reasonable maintenance and repair costs for common areas. This includes landscaping and periodic rehabilitation costs, such as painting, roofing, carpeting, etc. In addition, both parties agree to the following annual charges which shall be modified each fifth consecutive year.

a. Janitorial service and maintenance supplies for use of Oro Loma ~~toilet facilities~~restrooms and Board ~~meeting~~ room:

July 1996 – June 2000	\$100 per year
July 2000 – June 2005	\$200 per year
July 2005 – June 2010	\$1,200 per year
July 2010 – June 2015	\$1,600 per year
July 2015 – June 2020	\$1,800 per year
July 2020 – June 2025	\$2,200 per year
<u>July 2025 – June 2030</u>	<u>\$2,600 per year</u>

~~b. Regular collection of paper and fiber recyclable materials:~~

<del>July 1996 – June 2000</del>	<del>\$60 per year</del>
<del>July 2000 – June 2005</del>	<del>\$100 per year</del>
<del>July 2005 – June 2010</del>	<del>\$150 per year</del>
<del>July 2010 – June 2015</del>	<del>\$200 per year</del>
<del>July 2015 – June 2020</del>	<del>\$230 per year</del>
<del>July 2020 – June 2025</del>	<del>\$230 per year</del>

**ASSIGNMENT AND SUB-LEASE:**

Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the premises without first having obtained the written consent of Lessor. Lessor agrees not to unreasonably withhold its consent; and Lessee further covenants and agrees that neither this Lease, nor any interest therein, shall be assignable or transferable in any proceedings in execution against Lessee.

**IMPROVEMENTS AND ALTERATIONS:**

Lessor shall maintain in a safe, decent, and sanitary condition, the ~~toilet facilities~~restrooms and Board ~~meeting~~ room, including necessary supplies, janitorial service, repairs, and remodeling. Lessor shall provide written notice to Lessee when ~~toilet facilities~~restrooms or the Board ~~meeting~~ room are to be modified, repaired, or expanded. EBDA share of the cost for such improvements and alterations will be billed on the monthly Operation and Maintenance (O&M) invoice when the expenses are incurred as a separate line item. The proportion of the cost will be 10% unless renegotiated by both agencies' General Managers.

**NOTICES:**

Any demand or notice which either party shall be required, or may desire, to make upon or give to the other, shall be in writing and shall be delivered personally upon the other, or sent by prepaid certified mail addressed to the respective parties, as follows:

Lessor: Oro Loma Sanitary District  
2655 Grant Avenue  
San Lorenzo, CA 94580

Lessee: East Bay Dischargers Authority  
2651 Grant Avenue  
San Lorenzo, CA 94580

Notice by registered mail shall be deemed to be communicated twenty-four (24) hours from the time of mailing.

It is further agreed that the mailing of said notices may be changed from time to time upon written instructions to the opposite party.

**ATTORNEY FEES:**

If any action shall be brought by Lessor for the recovery of any rent due under the provisions of this Lease, or for the breach or enforcement of any of the conditions, covenants or agreements herein set forth on the part of Lessee to be kept and performed, or for the recovery of said premises and Lessor shall prevail in any such action, Lessee agrees to pay to Lessor on demand, a reasonable attorney's fee, and further agrees that said attorney's fee shall be and become a part of Lessor's judgment in any such action.

**MISCELLANEOUS:**

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**Non-Waiver**

No waiver by Lessor at any time of any of the terms, conditions, covenants, or agreements of this Lease shall be deemed or taken as a waiver at any time thereafter of any of the same, nor of the strict and prompt performance thereof by Lessee.

**Compliance with Law**

The premises shall not be used or permitted to be used in whole or in part during the said term of this Lease for any purpose or use in violation of any of the laws or ordinances applicable thereto; and Lessee agrees at all times during the term of this Lease to construct, repair, maintain and do all things necessary to maintain the premises in a clean and sanitary manner and in compliance with any and all Federal, State, or Municipal regulations or ordinances now or hereafter enacted concerning the conduct of Lessee's business in the premises.

**Parties Defined**

The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Lessor or Lessee, the obligations hereunder imposed upon Lessor or Lessee shall be joint and several. The marginal headings or titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof.

This Lease is and shall be binding upon the successors and assigns of the respective parties hereto.

**TIME OF ESSENCE:**

Time is hereby expressly declared to be of the essence of this Lease and of all the covenants, agreements, conditions, and obligations herein contained.

**LESSOR:**

**LESSEE:**

**ORO LOMA SANITARY DISTRICT**  
A Public Agency

**EAST BAY DISCHARGERS AUTHORITY**  
A Joint Powers Public Agency

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
General Manager

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

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

**ITEM NO. OM7 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH MCGUIRE AND HESTER FOR LEVEE RIP RAP RESTORATION IN AN AMOUNT NOT TO EXCEED \$60,000**

**Recommendation**

Approve a motion authorizing the General Manager to Execute an Agreement with McGuire and Hester.

**Strategic Plan Linkage**

- 2. **Operations & Maintenance:** Ensure reliable operations & maintenance of the EBDA system to protect public health and the Bay.
  - c. Protect EBDA's infrastructure, including the easement and force main.

**Background**

The Marina Dechlorination Facility (MDF) sits along the San Leandro shoreline, just south of Marina Park. Across the bike path from the main facility, as the outfall extends to the Bay, sits the Meter Vault in which EBDA's flow meters and effluent sample pumps are located. This critical equipment is used for reporting and demonstrating compliance with EBDA's NPDES permit.



Marina Dechlorination Facility (MDF)



MDF Meter Vault

In February 2025, DCM Consulting, Inc. (DCM), EBDA's contract geotechnical engineer, completed a Technical Memorandum (TM) that recommended the restoration of a 60-foot by 40-foot section of the shoreline levee in front of MDF. This project will protect the MDF Meter Vault by restoring the levee following shoreline damage resulting from several large winter storms combined with King Tides. The MDF Levee Rip Rap Restoration Project was included in the Renewal and Replacement Fund List approved in June 2025, with a value of \$50,000.

### **Discussion**

Staff requested bids from four contractors for the work, using the DCM TM recommendations. Two bids were received, and the lowest responsive bidder was McGuire and Hester (MH). MH's bid for the scope was \$43,105. Staff is recommending including a contingency of \$6,000 for extra rip rap that can be used as necessary to protect EBDA's infrastructure. In addition, EBDA staff has had discussions with City of San Leandro staff regarding potentially taking advantage of EBDA's contract with MH to place additional rip rap to protect the shoreline in the area using MH's large, long reach excavator at the City's expense. Staff is therefore recommending including in the contract an additional \$10,895 for labor and equipment only for work outside of the base scope. Any work performed by MH outside of EBDA's scope will be reimbursed by the City of San Leandro. EBDA's total cost for MH is not expected to exceed the \$50,000 budgeted in the RRF Project List approved by the Commission.