



Posting Date: 06-15-2021

NOTICE OF REGULAR MEETING OPERATIONS COMMITTEE/BOARD OF DIRECTORS (OPERATIONS)

MEETING DATE: 06-18-2021

TIME: 9:30 a.m.

LOCATION: This meeting will be held virtually, pursuant to the Governor's Executive Order N-29-20.

To participate online, go to <https://zoom.us/j/92720640932>. You can also participate by phone by calling 1-669-900-6833 and entering the webinar ID#: 927 2064 0932.

PARTICIPATION DURING MEETINGS: During the public comment periods, the public may comment by clicking the "raise hand" button on the bottom of the Zoom screen; if you are joining by phone and would like to comment, press *9 and we will call on you as appropriate.

EMAILED PUBLIC COMMENTS: You may submit your comments in advance of the meeting by emailing them to BoardComment@MarinWater.org. All emailed comments received by 7:30 a.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. Those emailed comments on approval items received by 7:30 a.m. will also be summarized by the board secretary at the board meeting. All emails will be posted on our website. (Please do not include personal information in your comment that you do not want published on our website such as phone numbers and home addresses.)

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call	
Adopt Agenda	Approve
Public Comment <i>Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three minutes per speaker, and time limits may be reduced by the Committee Chair to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.</i>	

MARIN WATER BOARD OF DIRECTORS: LARRY BRAGMAN, JACK GIBSON, CYNTHIA KOEHLER, LARRY RUSSELL, AND MONTY SCHMITT

AGENDA ITEMS	RECOMMENDATIONS
Calendar	
1. Minutes of the Operations Committee/Board of Directors (Operations) Meeting of May 21, 2021	<i>Approve</i>
2. Update on Multi-Year Drought Projects	<i>Information</i>
3. Easement Agreement for Installation of Fire Line at 30 Forrest Court, San Anselmo	<i>Review and Refer for Board Approval</i>
4. Professional Services Agreement with Woodard & Curran for Engineering Services in Support of Preliminary Design of the Pine Mountain Tunnel Replacement Project	<i>Review and Refer for Board Approval</i>
Adjournment	

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water's policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact Board Secretary Terrie Gillen at 415.945.1448, at least two days in advance of the meeting. Advance notification will enable the Marin Water to make reasonable arrangements to ensure accessibility.

INFORMATION PACKETS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MARIN WATER OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

FUTURE BOARD MEETINGS:

- ❖ Tuesday, June 22, 2021
Board of Directors' Special Meeting (Closed Session)
7:00 p.m.
- ❖ Thursday, June 24, 2021
Finance & Administration Committee/Board of Directors (Finance & Administration)
Special Meeting
9:30 a.m.
- ❖ Friday, June 25, 2021
Recreation Management Plan Public Scoping (Special Meeting)
2:00 p.m.


 Board Secretary

Approval Item

TITLE

Minutes of the Operations Committee/Board of Directors (Operations) Regular Meeting of May 21, 2021

RECOMMENDATION

Approve the adoption of the minutes.

SUMMARY

On May 21, 2021, the Operations Committee/Board of Directors (Operations) held its regularly scheduled monthly meeting. The minutes of the meeting are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of May 21, 2021, Meeting of the Operations Committee/Board of Directors (Operations)

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	 Terrie Gillen Board Secretary	 Ben Horenstein General Manager

**MARIN MUNICIPAL WATER DISTRICT
OPERATIONS COMMITTEE /BOARD OF DIRECTORS (OPERATIONS) SPECIAL MEETING**

MINUTES

Friday, May 21, 2021

Via teleconference

(In accordance with Governor Gavin Newsom's Executive Order N-29-20)

DIRECTORS PRESENT: Larry Bragman, John C. Gibson, Larry L. Russell, Monty Schmitt, and Cynthia Koehler

DIRECTORS ABSENT: None

CALL TO ORDER: Chair Russell called the meeting to order at 9:32 a.m.

ADOPT AGENDA:

On motion made by Director Gibson and seconded by President Koehler, the board approved the adoption of the agenda with moving Item #2 to the end of the meeting. The board took the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Schmitt, and Russell

Noes: None

PUBLIC COMMENT:

There were no public comments.

CALENDAR ITEMS:

ITEM 1. MINUTES OF THE OPERATIONS COMMITTEE /BOARD OF DIRECTORS (OPERATIONS) SPECIAL MEETING OF APRIL 16, 2021

On motion made by Director Bragman and seconded by Director Gibson, the board approved the minutes by the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Schmitt, and Russell

Noes: None

ITEM 2. 2020 URBAN WATER MANAGEMENT PLAN UPDATE – WATER SHORTAGE CONTINGENCY PLAN

This item was moved to the end of the meeting.

ITEM 3. WATER SYSTEM MASTER PLAN UPDATE

Senior Engineer 1 Manager Elysha Irish and representatives from Woodard and Curran, Xavier Irias and Katie Cole, presented this item. Discussion ensued.

There was one public comment.

This was an information item, so the board took no formal action.

ITEM 4. FIRE FLOW IMPROVEMENT PROGRAM MONTEREY AVENUE PIPELINE REPLACEMENT PROJECT

Senior Engineer 1 Alex Anaya brought this item forward. There were brief comments from the board.

There were no public comments.

On motion made by Director Gibson and seconded by Director Bragman, they referred the item to a future board meeting for board approval.

ITEM 5. 2021 CORROSION TEST STATION REHABILITATION PROJECT (D21020)

Mr. Anaya also presented this item. There were neither board comments nor public comments.

On motion made by Director Gibson and seconded by Director Bragman, they referred the item to a future board meeting for board approval.

ITEM 6. AWARD OF CONTRACT NO. 1948 FOR FUELBREAK MAINTENANCE AND INVASIVE MANAGEMENT

Watershed Recreation Manager Shaun Horne presented this item. Brief conversation between the board and staff followed.

There was no public comment.

On motion made by Director Gibson and seconded by Director Bragman, they referred the item to a future board meeting for board approval.

ITEM 7. FIRST AMENDMENT 1 TO CONTRACT NO. 1875 WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE

Mr. Horne also brought this item forward. A short discussion ensued.

There were no public comments.

On motion made by Director Gibson and seconded by Director Bragman, they referred the item to a future board meeting for board approval.

Chair Russell then brought back Item 2.

ITEM 2. 2020 URBAN WATER MANAGEMENT PLAN UPDATE – WATER SHORTAGE CONTINGENCY PLAN

Both Director of Systems and Natural Resources Crystal Yezman and Operations Director Paul Sellier provided a presentation to the board. Discussion ensued.

There were no public comments.

This was an information item, so the board took no formal action.

ADJOURNMENT

There being no further business, the Operations Committee/Board of Directors (Operations) meeting adjourned at 10:55 a.m.

Board Secretary

Informational Item

TO: Operations Committee/Board of Directors (Operations)

FROM: Paul Sellier, Operations Director

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Operations

ITEM: Update on Multi-Year Drought Projects

SUMMARY

In the event that the current drought continues into the upcoming wet weather period, staff is exploring the feasibility of emergency water supply projects. Staff will present an update on these efforts at the Operations Committee meeting.

DISCUSSION

The effect of climate change on local rainfall patterns is not predictable and experts cannot forecast with any confidence when the current drought will end or if the drought will intensify. If the drought continues, the District's reservoir storage levels would continue to decline to historically low levels. While the District's efforts today remains focused on conserving the remaining water supply, the District must plan for a prolonged drought and look at options to increase and diversify the District's water supply. This staff report is not a comprehensive review of water supply options but rather provides an update on activities related to the two major alternatives - Water Transfers and Temporary Emergency Desalination.

Water Transfers - The District is looking into the feasibility of a water transfer to increase our water supply. A water transfer is complicated by the fact that no infrastructure exists to connect the District to the entities that may have water to sell and this adds to the already challenging steps that the District must complete to take advantage of water transfers. These steps include the following:

- Locate a willing and legal seller.
- Negotiate an option to purchase or purchase water rights.
- Work with Caltrans to design and construct a pipeline across the Richmond – San Rafael bridge.
- Develop a wheeling agreement with an East Bay agency.

- Construct infrastructure improvements in the Marin Water distribution system and a new pump station in the East Bay.

To assist in the search for a willing seller and the negotiation of the purchase, staff is bringing on Woodard & Curran who have some experience in developing water transfers. Staff has also met with Caltrans to begin the process for a structural analysis and alternatives to support the pipeline on bridge.

Temporary Emergency Desalination - Staff is also exploring the feasibility of an emergency desalination plant that would potentially be located at the District's Pelican Way yard. From 2005 to 2007, the District conducted a Desalination Pilot Program the results of which can serve as a resource to resolve many of the water quality and environmental questions that may arise in the course of developing this water supply option. Staff have engaged the services of Kennedy Jenks/Jacobs who were part of the District's Desalination Pilot Program to develop a feasibility level analysis for this water supply option. To-date the team has developed an RFQ package for the lease of the treatment systems needed to produce drinking water. The RFQ was sent out to 8 suppliers and we are currently receiving interest from those who have and can rapidly assemble mobile treatment systems. At present, the volume that can be produced by a temporary facility in the time we may need it is unknown and is a subject to be addressed in the RFQ process.

Both of the options are complex and costly with a high degree of uncertainty at this time and as staff obtain more information staff will return to the board with additional information on these multi-year drought projects.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Review and Refer for Board Approval

TO: Operations Committee/Board of Directors (Operations)

FROM: Crystal Yezman, Director of Engineering

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Engineering

ITEM: Easement Agreement for Installation of Fire Line at 30 Forrest Court, San Anselmo

SUMMARY

The owners of a single family residence at 30 Forrest Court in San Anselmo have requested installation of a new six (6) inch fire-line for fire protection of their property and the relocation and upgrade of their existing 5/8-inch water meter to a ¾-inch water meter. The existing water meter was installed in 1949 and is located in a private roadway more than 500 feet from the home and the water service line crosses several private properties. The locations for the new water meter and fireline are directly adjacent to the property that fronts the water main. The existing water main is in the private roadway and the District has an existing easement for this water main; The existing easement extends to the center of the roadway and is not large enough to accommodate the new fireline and meter service. A new 20-foot wide easement is needed for the location of the new water facilities. The property owners have agreed to convey an easement to the District to accommodate the new facilities and have signed the District's standard Easement Agreement. A copy of the partially executed Easement Agreement is provided in Attachment 1.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Easement Agreement

Recording for the Benefit of MMWD, No Fee, Gov't. Code 27383.
Value less than \$100.00

Recording Requested By:
Stanley Graham
Real Property Agent

When recorded return to:
Stanley Graham
Marin Municipal Water District
220 Nellen Avenue
Corte Madera CA 94925-1169

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement"), is made and entered into as of this 7th day of April, 2021, by and between **SCOTT PATRICK KAISER and SUNITHA VEMULA KAISER**, as Trustees of the Kaiser Family Trust U/A/D August 16, 2013 ("Grantor"), and the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation ("District").

For valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals:

- A. Grantor is the owner of a certain piece of real property described in the Grant Deed from JAY A. KAISER and JOAN R. KAISER, Trustees of The Kaiser Family Revocable Trust Under Agreement dated January 18, 1995 to SCOTT PATRICK KAISER and SUNITHA VEMULA KAISER, as Trustees of the Kaiser Family Trust U/A/D August 16, 2013, Document Number 2019-0005392, Marin County Records, Marin County, CA ("Property") (APN 176-191-13).
- B. Grantor desires to convey a non-exclusive easement over a portion of the Property to the District for the purposes described below.
- C. The District intends to install facilities on the Property and has asked Grantor to grant the District an easement as described below.

Section 2. Grant of Easements:

- A. As owners of the Property, Grantor hereby grants to the District and its successors and assigns in interest, a non-exclusive easement described in "EXHIBIT A", attached hereto and incorporated herein as if fully set forth ("Easement"), illustrated as "EXHIBIT B", attached hereto and incorporated herein.
- B. The Easement described in Section 2(A) shall be held subject to the following terms and conditions:
 - i. The Easement granted herein is non-exclusive. The District is granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as the District elects to install, together with the right to

construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with storage, transmission and delivery of water, including reasonable ingress and egress over paved adjoining lands for the construction, repair and maintenance of such pipeline(s) and facilities ("Improvements").

- ii. Grantor reserves the right to use the Easement for any and all purposes that will not interfere with District's use of the Easement and operation of the Improvements. No structures, fill, or other improvements shall be placed on or over the Easement that interferes with or impedes access to the use, repair, replacement, or maintenance of the installations in the Easement. Provided there is no interference with the District's use as described herein, Grantor may use or grant additional easements to other property owners for uses including, but not limited to, ingress and egress.
- iii. Grantor reserves and shall have the right to revise the grade of the surface or the location of the Easement, if and when Grantor shall first pay to the District the full expense of changing the grade or location of the pipeline(s) and other installations of the District therein. In the event of a change in grade, the District will determine if the grade change requires the raising or lowering of the pipeline or other installation. The District, in its sole discretion, shall determine all costs associated with the change in grade. If Grantor desires a change in the location of the Easement, Grantor shall first grant a suitable new easement acceptable to the District.
- iv. The District is under no obligation to install or to maintain any additional paving or other surfacing on the Easement, unless it is a condition of improving District access to repair, replace, maintain, or to use the installations in the Easement. The District will not be responsible for non-standard hard scape surfacing and will only restore hard scape surfaces with standard asphaltic concrete (Uniform Standards All Cities and County of Marin Drawing No. 330) and concrete (brush or exposed finish with 2.0 lb. lampblack per yard) that meets construction industry standards, or as required by local encroachment permits. The District shall not be liable for any contribution under the provisions of California Civil Code Section 845.

Section 3. Construction of Improvements:

The District may construct Improvements in the Easement as described in Section 2(B)(i). The District shall give Grantor at least ten (10) business days written notice prior to the commencement of construction of the Improvements in the Easement. If any portion of the Property is damaged during the duration of the construction project, the District shall assume the loss.

Section 4. Damages to the Property:

If any portion of the Property is damaged by reason of leakage or other failure of any part of the underlying existing District pipelines or facilities, or by reason of the District, its officers', agents', employees' and/ or contractors' actions in gaining access to the Easement, District facilities, or underlying pipelines for purposes of repair, maintenance, connection, or for any other purpose, then the District shall assume the loss and pay for the reasonable repair of such damage taking into consideration issues of depreciation and betterment.

If the District undertakes any repair on any portion of the Property, the District's work shall conform to applicable standards of the construction industry. The District shall replace or repair any portion of the Property, damaged by the District, as reasonably as possible, to the conditions that previously existed subtracting any reasonable depreciation taking into consideration issues of depreciation and betterment.

Section 5. Damages to the Improvements:

Any damage to the Improvements by Grantor, directly or indirectly, to (a) the District's pipelines or other District facilities maintained in the Easement, or (b) to property in the Easement for which the District is held responsible, shall be assumed by Grantor, and Grantor agrees to and will pay the entire cost of the loss sustained by the District.

Section 6. Hold Harmless:

Grantor, for themselves, their heirs, executors, administrators, successors, assigns and for any person or company in the Easement by invitation expressed or implied, shall indemnify, hold harmless, release and defend the District, its officers, directors, volunteers, agents and employees, from any and all liability, actions, claims, damages, costs or expenses, including attorneys' fees and costs and expenses of suit which may be asserted by any person, including Grantor, arising out of or in connection with this Agreement, except an action to enforce the terms of this Agreement.

Section 7. Representation:

This Agreement is executed voluntarily by each of the parties hereto, all of whom have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Agreement.

Section 8. Authorization:

Each signatory to this Agreement warrants that he or she has full authority to execute this Agreement on behalf of and thus bind the individual, or entity represented.

Section 9. Entire Agreement:

This Agreement contains the entire agreement and understanding between the parties.

Section 10. Binding on Successors:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, executors, administrators and estates of each of the parties; provided, that Grantor and each succeeding owner of the property and the easements granted herein shall have no liability hereunder with respect to matters arising from and after the date when they cease to be owner of the Property and said easements. In the event Grantor, or the successors and assigns in interest of Grantor, fail to make a payment reasonably required therein to be made by them to the District, and such failure continues for sixty (60) days following the date that the District notifies Grantor or such successors and assigns in writing of their liability, the District shall secure Grantor or their successors' and assigns' obligation to pay by filing a lien on the property.

Section 11. Paragraph Headings:

Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope or extent of this Agreement or any of its provisions.

Section 12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

Section 13. Counterparts:

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.

Section 14. Facsimile Signatures:

The parties agree that this Agreement, documents ancillary to this Agreement and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature shall be treated in all respects as having the same effect as an original signature.

Section 15. No Presumption Regarding Drafter:

The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

Section 16. Mediation:

Any dispute or claim in law or equity between Grantor and the District arising out of this Agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitration administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

Section 17. Arbitration:

At the election of the District or Grantor, any dispute or claim in law or equity between Grantor and the District arising out of this Agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. If the election is made, the arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators. Any election for binding arbitration must be made by the electing party delivering a written notice to the other party at any time within sixty (60) days after the mediator makes a finding that there is no possibility of the resolution of the matter in dispute.

OWNER: TRUSTEES OF THE KAISER FAMILY TRUST-U/A/D

Dated: 4/7/2021

Signed: _____

Scott Patrick Kaiser
Trustee

Dated: 4/7/2021

Signed: _____

Sunitha Vemula Kaiser
Trustee

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By: _____

Bennett Horenstein
General Manager

Attest: _____
Secretary

Attachments:

Exhibit A – Legal description
Exhibit B – Plat Map

MMWD Seal:

SEE
ATTACHED

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Marin }

On 04/07/2021 before me, J. C. Urioste Lopez Notary Public

personally appeared Scott Patrick Kaiser and Sumitha Vemula Kaiser who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Easement Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Certificate of Acceptance

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Agreement, dated _____, 2021 from **SCOTT PATRICK KAISER and SUNITHA VEMULA KAISER**, as Trustees of the Kaiser Family Trust U/A/D August 16, 2013 to the **MARIN MUNICIPAL WATER DISTRICT**, a local public agency, was hereby accepted by order of the BOARD OF DIRECTORS of the **MARIN MUNICIPAL WATER DISTRICT** on _____, subject to the terms and conditions of said Easement Deed, and the **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: _____ BY: _____
Stanley Graham, Real Property Agent

EXHIBIT A

**Legal Description
Marin Municipal Water District 20 Foot Pipeline Easement
Lands of Kaiser, APN 176-191-13
Unincorporated San Anselmo, County of Marin, State of California**

A nonexclusive 20 foot wide easement for a municipal water pipeline and/or pipelines and access over a portion of the lands of Kaiser, said lands lying situate in unincorporated San Anselmo, County of Marin, State of California, said lands of Kaiser, being described in the Grant Deed from Jay A. Kaiser and Joan R. Kaiser, Trustees of the Kaiser Family Revocable Trust, under Agreement dated January 18, 1995, to Scott Patrick Kaiser and Sunitha Vemula Kaiser, as Trustees of the Kaiser Family Trust U/A/D August 16, 2013, recorded on February 26, 2019, and filed under Instrument No. 2019-0005392, Marin County Records, said nonexclusive 20 foot wide easement for a municipal water pipeline and/or pipelines and access lying 20.00 feet southeasterly of, parallel with, concentric with, and being coterminous with the following described line:

Beginning at the northwesterly corner of said lands of Kaiser as described in said Grant Deed recorded on February 26, 2019, and filed under Instrument No. 2019-0005392, Marin County Records, said northwesterly corner being a point on the centerline of Oak Knoll Drive at the southwesterly terminus of the centerline course shown as North 69° 52' 40" East, a distance of 41.99 feet on the map titled, "PARCEL MAP, Lands of Kennedy-Carter", recorded on June 14, 1994, and filed in Volume 25 of Parcel Maps, at page 73, Marin County Records;

Thence, from said **Point of Beginning**, North 69° 52' 40" East, along said centerline of Oak Knoll Drive, a distance of 41.99 feet to the beginning of a tangent curve to the left, concave northwesterly;

Thence, continuing along said centerline of Oak Knoll Drive, along said tangent curve to the left having a radius of 150.00 feet, an arc-length of 64.86 feet, through a delta of 24° 46' 29" to **terminate** at the northeasterly corner of said lands of Kaiser.

The southeasterly sideline of said 20 foot wide easement is to terminate at the westerly and easterly lines of said lands of Kaiser.

The bearings recited in this legal description have been rotated clockwise 0° 01' 20" from those described in Instrument No. 2019-0005392 to match those shown on said map titled, "PARCEL MAP, Lands of Kennedy-Carter".

Attached hereto is a plat (Exhibit B) to accompany Legal Description, and by this reference made a part hereof.

This Legal Description was prepared by Lionel Keith Vincent:



PLS 8248
License Expires: 12/31/21

UnIncorporated San Anselmo

Lot 1

DRIVE

OAK

197-12

PROFESSIONAL LAND SURVEYOR
LIONEL KEITH VINCENT
Exp 12/31/21
No. 8248
STATE OF CALIFORNIA

Unincorporated San Anselmo

40' 0 40' 80'

SCALE: 1" = 40'




DATE: FEB 2021 JOB NO: JOB_NO SHEET: 1 of 1
PREPARED BY: KV DESIGN BY: KV

30 FORREST COURT.dwg 3/01/21 2:01 PM

Review and Refer for Board Approval

TO: Operations Committee/Board of Directors (Operations)

FROM: Crystal Yezman, Director of Engineering 

THROUGH: Ben Horenstein, General Manager 

DIVISION NAME: Engineering

ITEM: Professional Services Agreement with Woodard & Curran for Engineering Services in Support of Preliminary Design of the Pine Mountain Tunnel Replacement Project

SUMMARY

Replacement of Pine Mountain Tunnel will remove a potential threat to both reliable water supply and quality and provide 3 to 4 million gallons of much needed storage (both operational and emergency) for the District's Ross Valley system, which comprises 23% of the District's water system. As noted at the May 21st Operations Committee meeting, the next step in the Pine Mountain Tunnel Replacement Project is preliminary design of the preferred site, which is required in order to complete the CEQA process. Once preliminary design and CEQA are completed, the District will be able to proceed into final design and construction. District staff recommends the Operations Committee review and refer this item to the Board with the recommendation to authorize the General Manager to execute a professional services agreement with Woodard & Curran for professional engineering services in support of preliminary design of the Pine Mountain Tunnel Replacement Project in the amount of \$477,662, with a staff requested contingency of \$42,000, for a total not to exceed amount of \$519,662. District staff will make a recommendation for award of a professional services agreement for preliminary design at a future regularly scheduled Board meeting.

The District will reserve the option to continue working with the selected consultant for the preliminary design phase of the project to provide the services required to develop final plans, specifications and construction cost estimates for the preferred Pine Mountain Tunnel Replacement Project. This information would then be brought back to the Board for final consideration and Project approval.

DISCUSSION

The Pine Mountain Tunnel is an 8,700-foot long tunnel built in 1919 to convey and treat water from Alpine Lake to the Ross Valley System, which comprises 44,000 District customers or roughly 23% of the District's service area. Due to regulatory constraints, the District abandoned

the tunnel as a conveyance system in 1971, but retained the tunnel to provide storage (approximately 3 million gallons) and surge protection. The tunnel is severely deteriorated and presents potential water quality issues. The State Water Resources Control Board (formerly California Department of Public Health) “considers the tunnel to be a significant potential threat to both reliable water supply and quality.” The District is in continuous communication with the State Water Resources Control Board regarding the District’s progress for the tunnel’s decommissioning and replacement.

In support of the Water System Master Plan, the District and its consultant, Woodard & Curran, conducted a focused evaluation of the storage needed to replace Pine Mountain Tunnel and support the larger Ross Valley system, including a detailed review of the previous studies and assumptions to improve storage capacity and reliability in the Ross Valley system. A sizing study for the Ross Valley system determined the appropriate sizing (estimated at 3 to 4 MG) for the storage needed to replace Pine Mountain Tunnel and elevations to achieve the District’s standard criteria for pressure zone sizing. Project siting alternatives were developed, with sites including locations that were previously analyzed as well as new potential storage site locations. The preferred project location for a storage facility to replace Pine Mountain Tunnel that best meets the District’s needs is at Concrete Pipeline Road near drainage culvert No. 5, also known as “CP5”. These results were presented to the Operations Committee on May 21, 2021.

As noted at the May 21st Operations Committee meeting, the next step for the Pine Mountain Tunnel Replacement Project is to integrate the engineering studies with the environmental documentation needed for the project by preparing the preliminary design of the project to the 30% design level. Environmental Science Associates (ESA) will prepare the environmental documentation for the Pine Mountain Tunnel Replacement Project under their on-call environmental services contract with the District. Preliminary design of the preferred alternative is a necessary component to completing the environmental documentation. Once preliminary design and CEQA are completed, the District will be ready to proceed with final design and construction.

The preliminary design phase of the Pine Mountain Tunnel Replacement Project requires the services of a consulting engineering firm with expertise in civil, mechanical, electrical, structural and hydraulic engineering, and familiarity with the District’s water system and the Ross Valley System in particular. The District will reserve the option to continue working with the selected consultant for the preliminary design phase of the project to provide the services required to develop final plans, specifications and construction cost estimates for the preferred Pine Mountain Tunnel Replacement Project. This information would then be brought back to the Board for final consideration and Project approval.

District staff recommends the District hire Woodard & Curran for the preliminary design phase of the Pine Mountain Tunnel Replacement Project. Woodard & Curran’s project team has

substantial relevant experience. Additionally, Woodard & Curran's team has developed a significant and important degree of understanding of the District's water distribution system and, in particular, is very familiar with the District's Ross Valley system through their work in support of the Water System Master Plan and the Ross Valley evaluation.

As shown below, preliminary design is anticipated to be completed in September 2021.

Project Implementation:

Present project to Operations Committee:	June 18, 2021
Board approval of professional services agreement:	July 6, 2021
Complete preliminary design:	September, 2021

FISCAL IMPACT

As shown in Table 1, the total cost for the contract with Woodard & Curran for preliminary design of the Pine Mountain Tunnel Replacement Project is \$477,662, with a staff requested contingency of \$42,000 for a total authorized amount of \$519,662.

Table 1
Pine Mountain Tunnel Replacement Project
Preliminary Design Scope of Work Summary

Task Description	Budget
Task 1 – Project Management: This task includes managing the project team, the scope of work, conducting project progress meetings, preparing monthly progress reports, quality assurance/management, making Board presentations, developing the baseline schedule and preparing monthly updates.	\$111,474
Task 2 – Data Collection and Review: This task includes performing the land survey including property boundaries and easements, topography at 1-foot contours and outlines of major rock outcrops; utility data research; corrosivity survey and sample collection; preparing the base map; conducting workshops and meetings with District staff to obtain information on O&M preferences including access, instrumentation and control, mechanical equipment, corrosion standards and data.	\$127,156
Task 3 – Preliminary Design Report: This task includes advancing the design to the 30% level including a comprehensive and detailed functional description of the system's purpose and operations to confirm how the tanks will operate; conducting a constructability analysis including assessment of PG&E power requirements and availability, assessment of SCADA communications, refinement of tank locations, quantity takeoffs for earthwork and concrete, conceptual site circulation plans, discussion of regulatory approvals, development of a construction schedule and potential work restrictions; and preparation of a detailed cost estimate; preparation of preliminary design drawings covering civil site plan and details, staging and circulation, tank foundation, tank plan and elevations, piping and instrumentation, yard piping and profile, instrumentation and controls, and electrical single line.	\$239,032
TOTAL	\$477,662
Contingency	\$42,000
Total Authorized Amount	\$519,662

ATTACHMENT(S)
None