



Posting Date: 08-13-2021

NOTICE OF REGULAR BI-MONTHLY MEETING BOARD OF DIRECTORS

MEETING DATE: 08-17-2021

TIME: Meeting begins at **6:00 p.m. (Public)**
Closed Session begins at or after **6:01 p.m. (Only Board and Staff)**
Open Session begins at or after **7:30 p.m. (Public)**

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

To participate online, go to <https://us06web.zoom.us/j/83729001266>. You can also participate by phone by calling **1-669-900-6833** and entering the **webinar ID#: 837 2900 1266**.

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 3 p.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 3 p.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 at 6 p.m.	
Adopt Agenda	Approve
Convene to Closed Session at after 6:01 p.m. (Only the Board of Directors and Staff Will Participate)	
Closed Session Item (Approximate Time 1 ½ Hours)	
1. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to § 54956.9(b) Number of Cases: Unknown	

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

AGENDA ITEMS	RECOMMENDATIONS
Convene to Open Session At or After 7:30 p.m.	
Closed Session Report Out	
Public Comment <p>Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.</p>	
Directors' and General Manager's Announcements	
Consent Calendar (7:35 p.m. – Time Approximate) <p>All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the Board, unless specific items are removed from the consent calendar by the Board during adoption of the agenda for separate discussion and action.</p>	
2. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of August 3, 2021 and Special Meeting of August 9, 2021	<i>Approve</i>
3. General Manager's Report for August 2021	<i>Approve</i>
4. Authorize the General Manager to Execute an Easement Agreement Granting an Access Easement to the Dolcinis for Their Use of an Existing Roadway on District Property that Traverses Along a Portion of the Soula joule Reservoir	<i>Approve</i>
Regular Calendar (7:37 p.m. – Time Approximate)	
5. Drought Update (Approximate time 45 minutes)	<i>Information</i>
6. Approve an Amendment to Contract Short Form Number 432 to Add an Additional 27 Conservation Corps North Bay Workdays and Authorizing the Additional Program Expenditure of \$70,044.48 (Approximate time 10 minutes)	<i>Approve</i>
7. Reinstatement of the High Efficiency Toilet Rebate Program (Approximate time 10 minutes)	<i>Approve</i>
8. Memorandum of Understanding between Marin Municipal Water District and Local Jurisdictions for Land Use Planning and Compliance with the State's Model Water Efficient Landscape Ordinance (Approximate time 15 minutes)	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
9. Request to Fill Communications & Public Affairs Manager Position (Approximate time 5 minutes)	<i>Approve</i>
10. Request to Fill Construction Inspector II Position in the Engineering Division (Approximate time 5 minutes)	<i>Approve</i>
11. Request to Fill Distribution System Operator Position (Approximate time 5 minutes)	<i>Approve</i>
12. Future Meeting Schedule and Agenda Items (Approximate time 5 minutes)	<i>Information</i>
Adjournment (9:20 p.m. – Time Approximate)	

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:

- ❖ Friday, August 20, 2021
Communications & Water Efficiency Committee/Board of Directors (Communications & Water Efficiency) Special Meeting
9:30 a.m.
- ❖ Thursday, August 26, 2021
Finance & Administration Committee/Board of Directors (Finance & Administration) Meeting
9:30 a.m.
- ❖ Monday, August 30, 2021
Operations Committee/Board of Directors (Operations) Special Meeting
9:30 a.m.


 Board Secretary

Approval Item

TITLE

Minutes of the Board of Directors' Regular Bi-Monthly Meeting of August 3, 2021 and Special Meeting of August 9, 2021

RECOMMENDATION

Approve the adoption of the minutes.

SUMMARY

On August 3, 2021, the board held its regular bi-monthly meeting. Then, the following week, the board had a special meeting on August 9, 2021, for a closed session. The minutes of these meetings are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of August 3, 2021
2. Minutes of the Board of Directors' Special Meeting of August 9, 2021

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

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

MEETING MINUTES

Tuesday, August 3, 2021

Via teleconference

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

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

DIRECTORS ABSENT: Monty Schmitt

CALL TO ORDER AND ROLL CALL

Board President Koehler called the meeting to order at 6:02 p.m.

Director Schmitt arrived for the meeting at this time.

ADOPT AGENDA

On motion made by Director Russell and seconded by Director Bragman, the board adopted the agenda. The following roll call vote was made.

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

Noes: None

CONVENE TO CLOSED SESSION

The Board of Directors convened to closed session at 6:04 p.m. There were no public comments on any of the Closed Session items.

CLOSED SESSION ITEMS

1. Conference with Real Property Negotiations
(Government Code §54956.8)

Property: APN# 125-020-18 & 125-020-10

Agency negotiator: Ben Horenstein, General Manager

Negotiating parties: Terrel Mason, Esq.

Under Negotiation: Lease price and terms

2. Public Employee Performance Evaluation
(Government Code §54957)

Title: General Manager

3. Conference with Real Property Negotiations
(Government Code §54956.8)

Property: Lucas Valley Tank Site (APN 165-010-03) & Alto Tank Site (APN 033-101-50)

Agency negotiator: Ben Horenstein, General Manager

Negotiating parties: Don Shiveley, Project Manager

Under negotiation: Terms & Price

The Board of Directors discussed with staff only items 1 and 2. Item 3 was tabled to another meeting, which date was yet to be determined.

CONVENE TO OPEN SESSION

The board convened to open session at 7:32 p.m.

CLOSED SESSION REPORT OUT

President Koehler stated that there was nothing to report out.

PUBLIC COMMENT

There were six public comments made during this portion of the meeting.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS

General Manager Ben Horenstein reported on a water theft incident, and Director Bragman announced Marin Stables' efforts to reduce water use.

CONSENT CALENDAR (ITEMS 4)

Item 4 Minutes of the Board of Directors' Regular Bi-Monthly Meeting of July 20, 2021

There was no public comment.

The board unanimously adopted the Consent Calendar. The following roll call vote was made.

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

Noes: None

REGULAR CALENDAR (ITEMS 5-9)

Item 5 Drought Update

Water Quality Manager Lucy Croy, Communications Specialist Emma Detwiler, Water Efficiency Manager Carrie Pollard, and Operations Division Manager Paul Seller provided presentations to the board. The directors and staff conversed throughout this item.

There were two public comments. No further discussion occurred after public comments.

This was an informational item, so the board did not take any formal action.

Item 6 Consideration for Additional Landscape Restrictions on New Restrictions and Other Policies for Increasing Water Efficiency

Water Efficiency Manager Pollard also presented this item. Discussion occurred between the directors and staff throughout the presentation.

The board received five public comments.

No formal action was taken, but provided feedback to staff.

Item 7 Request to Fill Water Conservation Specialist III Position

Engineering Manager Crystal Yezman brought this item forward. There were no comments from the board nor public comment.

On motion made by Director Gibson and seconded by Director Schmitt, the board approved the recruitment and hiring of this position. The following roll call vote was made.

Ayes: Directors Bragman, Gibson, Russell, Schmitt, and Koehler
Noes: None

Item 8 Purchase of Substitute Coagulant Chemical

Operations Manager Sellier also brought forth this item. Discussion ensued.

There were no public comments.

On motion made by Director Gibson and seconded by Director Russell, the board approved the purchase. The following roll call vote was made.

Ayes: Directors Bragman, Gibson, Russell, Schmitt, and Koehler
Noes: None

Item 9 Future Meeting Schedule and Agenda Items

President Koehler asked that the Communications & Water Efficiency Meeting be moved to Friday, August 20 and the Operations Committee meeting be moved to Wednesday, August 18 or to another date. Staff would go back to the board after this meeting to confirm the meetings.

Lastly, the board was able to confirm October 15, 2021, as the date for the Board Retreat from 9 a.m. to 3 p.m.

There was no public comment.

No further action was taken by the board.

ADJOURNMENT

There being no further business, the regular bi-monthly Board of Directors' meeting of August 3, 2021, adjourned at approximately 9:45 p.m.

Board Secretary

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

SPECIAL MEETING MINUTES

Monday, August 9, 2021

Via teleconference

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

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

DIRECTORS ABSENT: None

CALL TO ORDER AND ROLL CALL

Board President Koehler called the meeting to order at 6:31 p.m.

PUBLIC COMMENT (LIMITED TO THE ITEMS ONLY ON THIS AGENDA)

There were no public comments.

CONVENE TO CLOSED SESSION

Only the Directors and staff participated. The public was asked to leave, but were told they could rejoin the meeting during the **Report Out**.

CLOSED SESSION ITEMS

Item 1 **Conference with Legal Counsel – Anticipated Litigation**
Significant exposure to litigation pursuant to § 54956.9(b)

Number of Cases: One

The Board of Directors met with staff to discuss the item.

CLOSED SESSION REPORT OUT

President Koehler stated that no reportable action was taken by the board. There were no members of the public present to provide public comments.

ADJOURNMENT

There being no further business, the special Board of Directors' meeting of August 9, 2021, adjourned at 6:55 p.m.

Board Secretary

Approval Item

TITLE

General Manager's Report July 2021

RECOMMENDATION

Approve Report.

SUMMARY**A. HIGHLIGHTS:**

- On July 19th, while conducting non-structural spillway repairs at Seeger Dam, two voids that measured approximately 5 inches wide by 3 feet and 6 feet long, respectively, were discovered at the bottom of the spillway chute. District staff conducted an inspection of the voids with Miller Pacific Engineering to determine the extent of the voids. Inspection by Miller Pacific found that voids were contained within the concrete section of the spillway and recommended that the District have the areas around both voids inspected via ground penetrating radar to determine the extent of the damage and to identify if there may be any voids beneath the spillway at these locations. District staff have contracted with a consultant firm to conduct the ground penetrating radar work. The Division of Safety of Dams (DSOD) was notified on July 23 of the issue found, and DSOD is waiting to see results of the ground penetrating radar survey for further guidance on the approach to repairs.
- The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing over 143 Total Coliform Rule and 20 treatment plant samples. The lab performed 20 sanitary tank surveys and checked an additional 65 tanks for low chlorine, resulting in 36 water storage tanks chlorinated in July 2021.
- The treatment plants successfully switched coagulants from Ferric Chloride to Ferric Sulfate. The change of coagulant was made to address the shortage conditions in the bulk chemical market.
- Staff completed defensible space weed management in July addressing defensible space weed management at 194 district sites. Staff are now returning to district sites to conduct tree trimming and fuel reduction.
- Submitted concept proposal to CDFW Prop 1 North Coast Coho Recovery Grant Program to advance Lagunitas Creek restoration designs to 100%
- Met with Lag Creek TAC Subcommittee and Resource Agencies to review Lag Creek Flow Release Study

- Received Grant Award Letter From Cal Fire Forest Health Program with funding award of \$3 million for Marin Water as part of One Tam Proposal
- Completed Grazing Project at Deer Park and Shaver Grade

DISCUSSION

B. SUMMARY:

AF = Acre Feet

Mg/L = milligrams per liter

MPN = most probable number

MPY = mils per year

MG = million gallons

NTU = nephelometric turbidity units

1. Water Production:

	FY 2021/22		FY 2020/21	
	(million gallons)	(acre-feet)	(million gallons)	(acre-feet)
Potable				
Total production this FY	715.36	2,195	979	3,003
Monthly production, July	715.36	2,195	979	3,003
Daily average, July	23.08	70.83	31.57	96.88
Recycled				
Total production this FY	27.85	85.47	0.00	0.00
Monthly production, July	27.85	85.47	0.00	0.00
Daily average, July	0.90	2.76	0.00	0.00
Raw Water				
Total production this FY	5.94	18.23	10.16	31.18
Monthly production, July	5.94	18.23	10.16	31.18
Daily average, July	0.19	0.59	0.33	1.01
Imported Water				
Total imported this FY	123	377	216	663
Monthly imported, July	123	377	216	663
Reservoir Storage				
Total storage, July	10,606	32,549	19,477	59,773
Storage change during July	-867	-2,660	-1,149	-3,526
Stream Releases				
Total releases this FY	146	448	182	559
Monthly releases, July	146	448	182	559

2. <u>Precipitation:</u>	<u>FY 2021/22 (in.)</u>	<u>FY 2020/21 (in.)</u>
Alpine	0.00	0.00
Bon Tempe	0.00	0.00
Kent	0.00	0.00
Lagunitas *	0.00	0.00
Nicasio	0.00	0.00
Phoenix	0.00	0.00
Soulajule	0.00	0.00

* Average to date = 0.06 inches

3. <u>Water Quality:</u>		
<u>Laboratory:</u>	<u>FY 2021/22</u>	<u>FY 2020/21</u>
Water Quality Complaints:		
Month of Record	13	19
Fiscal Year to Date	13	19
Water Quality Information Phone Calls:		
Month of Record	7	22
Fiscal Year to Date	7	22

The lab performed 1,970 analyses on lakes, treatment plants and distribution system samples.

Mild steel corrosion rates averaged 2.45 (0.37–4.74) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

Complaint Flushing: Three flushing events were performed for this month on record related to consumer complaints. One at 800 Pt San Pedro Rd S.R. @ hyd # 01218, one at 409 Drake Ave. Sausalito @ hyd # 07904 and one at the corner of Buckelew St. & Drake Ave. @ hyd # 03470.

Tank Survey Program: 20 water storage tank sanitary surveys were performed during the month. 58.33 % planned survey program has been completed for calendar year 2021.

Disinfection Program: No new pipelines were disinfected during the month. Performed chlorination's on 40 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 27 water quality-monitoring events on storage tanks for various water quality parameters this month to help ensure compliance with bacteriological water quality regulations.

4. Water Treatment:

<u>Treatment Results</u>	<u>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
	Average	Monthly	Average	Monthly	Average	Monthly
	Goal		Goal		Goal	
Turbidity (NTU)	0.04	≤ 0.10	0.04	≤ 0.10	0.06	≤ 0.10
Chlorine residual (mg/L)	2.53	2.50 *	2.40	2.50 *	2.50	2.50 *
Color (units)	0.7	≤ 15	0.3	≤ 15	0.2	≤ 15
pH (units)	7.8	7.8*	7.9	7.8*	8.0	8.1**

* Set monthly by Water Quality Lab

** pH to Ignacio is controlled by SCWA

5. Capital Improvement:

a. Sir Francis Drake Blvd Corridor Rehabilitation Project

Summary: This project involves the replacement of 8,500 feet of 100-year-old, leak prone pipe as a joint project with Marin County along Sir Francis Drake Blvd.

- Project Budget: \$4,647,762
- Monthly Activities: Contractor has finished installing all the pipeline for this project and is currently finishing minor punch list items.

b. San Geronimo Treatment Plant Permanent Emergency Generator Project

Summary: This project involves the installation of two 1.5 MW generators, electrical equipment, fuel storage tanks and site grading all within the community of Woodacre.

- Project Budget: \$5,375,600
- Monthly Activities: Temporary 2 MW generator has been brought on site and connected and made operable as of May 25th. District Staff and Contractor evaluating BAAQMD regulatory changes and impacts to generator design changes.

- c. Fire Flow Improvement Program Monterey Ave Pipeline Replacement Project (F18006)
Summary: This project involves the replacement of 7,200 feet of old leak prone, fire flow deficient pipe in the Town of San Anselmo.

- Project Budget: \$2,180,000.70
- Monthly Activities: Contractor has started construction work and to date has installed 1,900 feet of pipe on this project.

- d. Southern Marin Pipeline Replacement Project (D20022)
Summary: This project involves the replacement of 5,080 feet of old, leak prone and problematic pipe in Tiburon and Belvedere, in coordination with the City of Belvedere's earthquake resiliency program and Sanitary District No. 5's Cove Road Force Main Replacement Project and planned paving work to minimize public impacts.

- Project Budget: \$2,985,000
- Monthly Activities: Contractor has finished installing all pipeline for this project and is currently addressing punch list items.

- e. Kent Lake Aerator Vent Lines Replacement Project (D19037)
Summary: This project involves the replacement of two 180 foot long 2-inch vent lines and one 200 foot 1-inch air supply line on the Kent Lake aerator.

- Project Budget: \$134,000
- Monthly Activities: District is reviewing contract submittals for this project. Contractor to mobilize August 9 to begin work on site.

- f. Non-Structural Spillway Repairs Project (D21013)
Summary: This project involves doing non-structural spillway repairs at Kent Spillway, Nicasio Spillway and Soulajule Spillway

- Project Budget: \$325,555
- Monthly Activities: Contractor has completed work on repairs on Soulajule Spillway and are currently working on Nicasio spillway.

6. Other:

<u>Pipeline Installation</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Pipe installed during July (feet)	3,727	989
Total pipe installed this fiscal year (feet)	3,727	989
Total miles of pipeline within the District	908*	908*

* Reflects adjustment for abandoned pipelines

<u>Pipe Locates</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Month of July (feet)	48,806	37,038
Total this fiscal year (feet)	48,806	37,038
<u>Main Line Leaks Repaired:</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Month of July	20	5
Total this fiscal year	20	5
<u>Services:</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Service upgrades during July	13	15
Total service upgrades this FY	13	15
Service connections installed during July	3	1
Total active services as of August 1, 2021	60,376	60,553

7. Demand Management:

	Jul-21	FY 21/22 TOTAL	FY 20/21 TOTAL	FY 19/20 TOTAL
WATER-EFFICIENCY PROGRAMS				
Water-Use Site Surveys				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	140	140	115	127
Residential properties resi 3-5 (multi-family units)	3	3	5	30
Non-residential properties resi 6-7 (commercial)	0	0	5	3
Dedicated irrigation accounts resi 8-10 (large landscape)	1	1	6	-
Marin Master Gardeners' Marin-Friendly Garden Walks			0	
Residential garden walks	30	30	129	91
CYES Water/Energy Surveys			0	
Residential surveys (on hold due to pandemic)	0	0	0	86
Public Outreach and Education, Customer Service			0	
Public outreach events (number of people attending)	0	0	0	1,150
Public education events (number of participants)	0	0	0	-
Laundry-to-Landscape Graywater webinars (participants)	0	0	397	-
Customer calls/emails admin staff	1,186	1186	5738	2,230
School Education			0	
School assemblies			0	
Number of activities	0	0	0	15
Number of students reached	0	0	0	6,349
Field trips			0	
Number of activities	0	0	0	11
Number of students reached	0	0	0	91
Classroom presentations			0	
Number of activities	0	0	1	11
Number of students reached	0	0	22	305
Other (e.g. booth events, school gardens)			0	
Number of activities	0	0	0	-
Number of students reached	0	0	0	-
Incentives			0	
Number of HECWs approved	22	22	163	53
Number of Rain Barrel/Cisterns approved	0	0	19	4
"Landscape Your Lawn" Turf Replacements approved	2	2	6	
Number of Laundry-to-Landscape Systems approved	0	0	0	-
Hot water recirculating system rebates	2	2	0	
Pool Cover rebates	53	53	0	
Number of Smart Controllers rebates approved	3	3	85	12
Number of Smart Controllers "Flume Direct Distribution" redeemed	469	469	1133	-
Number of Smart Controllers "Rachio Direct Distribution" approved	47	47	241	-
Advanced Metering Infrastructure (AMI)			0	
AMI leak letters sent to customers (>200 GPD)	79	79	1601	1,384
			0	
ORDINANCES			0	
Water Waste Prevention			0	
No. of properties reporting activity	997	997	589	147
Landscape Plan Review			0	
Plans submitted	5	5	94	89
Plans exempt	0	0	4	5
Plans completed	1	1	19	23
Plans in workflow (pass & fail)	8	8	154	145
Tier 4 Exemption			0	
Inspections that resulted in a pass	0	0	1	1
Graywater Compliance Form			0	
Applications Received (as of Dec 2019)	3	3	106	39
Systems installed	0	0	7	11

8. Watershed Protection:

Medical Aid Calls

During July, the Rangers responded to six medical aid calls. Five calls involved hikers and one involved a mountain biker. Two of these calls resulted in people being transported to the hospital, including a hiker who was airlifted to a trauma center due to a medical emergency caused by possible illegal drug use on Cataract Trail. This rescue required two helicopters; one for a Longline Rescue and one for a medical transport.



Longline Rescue by Sonoma Sheriff Helicopter "Henry One"

Ranger Foot and Bike Patrols

Rangers logged 51 miles of foot patrol and 21 miles of bike patrol this month.

Sky Oaks Kiosk Staffed Weekends and Holidays

Beginning early July, the Sky Oaks Entrance Station is being staffed by a Ranger Aide for 8 hours a day on weekends and holidays. Staffing the Kiosk improves customer service by providing a point of contact for visitors as they enter the watershed. We the Kiosk is staffed more people pay the required parking fees, significantly reduces the number of citations issued, which allows Rangers to focus on other patrol duties.

Red Flag Warning and Fire

During the month of July there was a Red Flag Warning that resulted in Land Use Restrictions on the Watershed. Watershed staff provided a mutual aid response in the Water Tender for an off watershed vegetation fire near Nicasio Reservoir.



Incidents and Events	388
Visitor Assists	114
Warnings	93
Citations	85
Dam Check	19
Vandalism	12
Suspicious Circumstance	7
Citizen Complaint: Illegal Bike Use	7
Medical Aid	6
Assist Watershed Maintenance	6
Public Outreach/Interp Activity	5
Misc. Law Enforcement Calls	4
Parking at Capacity/Lots Closed	3
Theft	3
Animal or Humane Related	2
Illegal Trail Work	2
Illegal Dumping	2
Assist Fire/EMS	2
Citizen Complaint: Off Leash Dogs	2
Assist Outside Law Enforcement	1
Citizen Complaint: Swimming	1
Red Flag Warning	1
Vehicle in Closed Area/Off-Road	1
Citizen Complaint: Smoking	1
Welfare Check	1
Citizen Complaint: Recreational Impacts	1
Citizen Complaint: Misc.	1
Creating Hazard to Others	1
Citizen Complaint: Bike Speed	1
Smoke Check	1
Off Watershed Fire	1
Mental Health Hold	1
Ranger Callout	1
Citations	85
Non-payment of parking fees	79
Park on Roadway or Parking w/ 6' Center	3
Parking After Sunset	2
No Parking	1

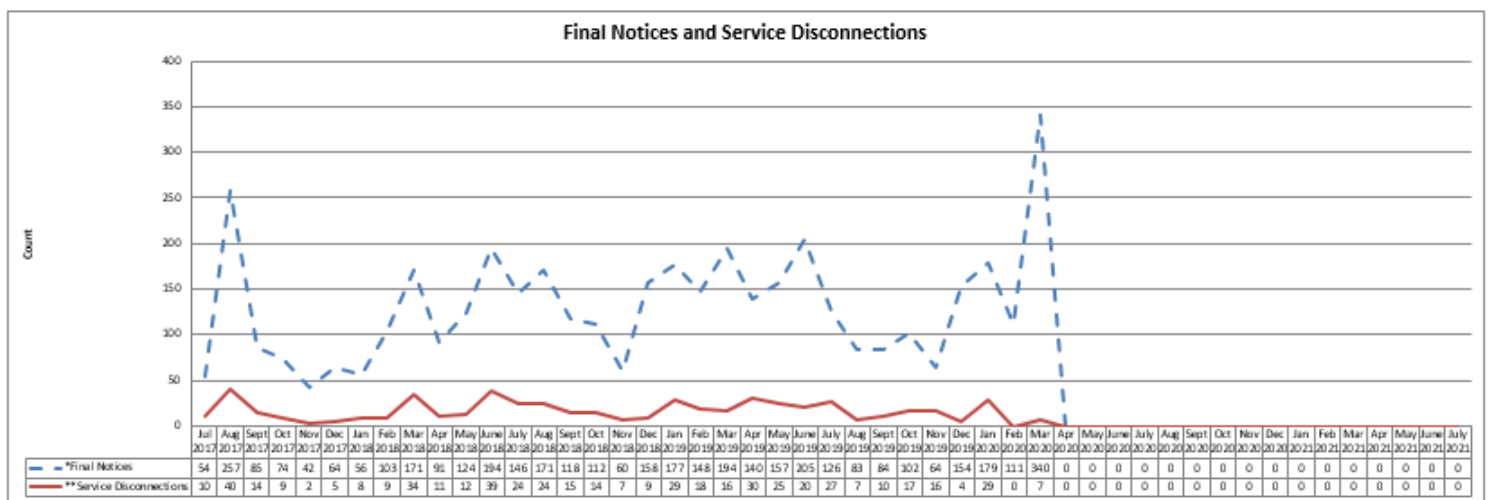
9. Shutoff Notices and Disconnections:

July 2021
Final Notices: 0
Service Disconnections: 0

* Includes 5 day, 10 day and final notices

**3/13/20 Suspended termination of water service for non-payment due to COVID- 19

*3/24/20 Suspended Late Fees and Final Notices




FISCAL IMPACT

None

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager	<hr/>	
	Ben Horenstein General Manager	Ben Horenstein General Manager

Approval Item

TITLE

Grant of Access Easement to the Dolcinis (APN 125-020-10)

RECOMMENDATION

Approve and authorize the General Manager to execute an easement agreement granting an access easement to the Dolcinis for their use of an existing roadway on District property that traverses along a portion of the Soulajule Reservoir.

SUMMARY

On June 16, 1978, the District entered into an Interim Agreement and Right of Entry ("Agreement") with the Dolcini family (Dolcinis) to exchange, in fee, parcels of land to facilitate the construction of the Soulajule Reservoir. As part of the Agreement, the District was to construct an access road and grant an easement to the Dolcinis to access the western portion of their property. The access road was completed. However, the District never formally granted the access easement to the Dolcinis in a written document, which was required by the terms of the Agreement. Terrel J. Mason, counsel for the Dolcinis, in an April 24, 2020 letter to the District, requested that the District now formally grant the access easement to the Dolcinis. Mr. Mason has indicated that the Dolcinis need this access easement to secure a Marin Agricultural Land Trust (MALT) conservation easement on their property.

DISCUSSION

This item and the terms of a proposed easement agreement were discussed in Closed Session at the District's Board meeting on August 3, 2021. District staff has confirmed the location of the access easement and has prepared a draft easement agreement, which is attached hereto. Mr. Mason and his clients have reviewed the terms of the draft easement agreement and are agreeable to those terms. Pursuant to the terms of the draft easement agreement, the proposed access easement follows the existing access road constructed by the District, is twenty (20) feet wide, and traverses along a portion of the Soulajule Reservoir (APN 125-020-10) from Hicks Valley Road to the Dolcinis' property (APN 125-020-17). The District has several large culverts along the access road that the District will continue to maintain since they are necessary for the operation of the District's water infrastructure. These culverts are specified in detail in Attachment C of the draft easement agreement. We will continue to reserve the use of the road as a secondary access point to reach the rear of Soulajule Dam, but we will require the Dolcinis to maintain the roadway and smaller culverts along the roadway, which are not necessary for the operation of the District's water infrastructure. Additionally, the easement agreement will require the Dolcinis to indemnify and hold the District harmless for any claims associated with use of the roadway.

FISCAL IMPACT

None

CONCLUSION

District staff recommends that the Board approve and authorize the General Manager to execute an easement agreement in substantially the form attached to this report granting an access easement to the Dolcinis for their use of the existing roadway on District property that traverses along portions of Soulajule Reservoir.

ATTACHMENT(S)

- 1. Draft easement agreement between the District and the Dolcinis

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering Services	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

Recording Requested By:

Terrel Mason
Attorney At Law

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 _____ day of _____, 2021, by and between the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation (the "District") and **THOMAS P. DOLCINI AND MARILYN E. BENEDETTI, AS SUCCESSOR CO-TRUSTEES OF THE PETER C. DOLCINI AND LOUISE K. DOLCINI FAMILY TRUST DATED DECEMBER 2, 1986, AS TO AN UNDIVIDED 5 2/3% INTEREST AND THOMAS PETER DOLCINI AND MARILYN ELIZABETH BENEDETTI, AS TRUSTEES OF THE PETER DOLCINI FAMILY PROPERTY TRUST DATED DECEMBER 24, 1992 AS TO AN UNDIVIDED 54 1/3% INTEREST AND THOMAS PETER DOLCINI, AS TO AN UNDIVIDED 8% INTEREST AND CAROL PATRICIA DOLCINI, AS TO AN UNDIVIDED 8% INTEREST AND ELAINE DOLCINI BELCHER, AS TO AN UNDIVIDED 8% INTEREST AND BARBARA DOLCINI REEDY, AS TO AN UNDIVIDED 8% INTEREST AND GENE M. B. BENEDETTI AND MARILYN E. BENEDETTI AS TRUSTEES UNDER THE GENE M. B. BENEDETTI AND MARILYN E. BENEDETTI TRUST AGREEMENT DATED JULY 10, 2002, AS TO AN UNDIVIDED 8% INTEREST** (collectively, "Dolcini").

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

Section 1. Recitals:

- A. District is the owner of a certain real property commonly known as the Soulajule Reservoir property located in Marin County, California (the "Property") (APN 125-020-10).
- B. On June 16, 1978, District and Dolcini executed an agreement entitled Interim Agreement and Right of Entry ("Interim Agreement") to grant an access road easement over the Property for the benefit of Dolcini. A copy of which is attached hereto as Exhibit A and incorporated by this reference.
- C. Dolcini seeks and District desires to convey a non-exclusive access easement on a portion of the Property to the Grantee for the purposes described below.

- D. The purpose of this Agreement is to grant a road access easement over portions of the Property as described in Section 4 (e) of the Interim Agreement.

Section 2. Grant of Easement:

- A. As owners of the Property, District hereby grants to the Dolcini and its successors and assigns in interest, a non-exclusive easement described in "Exhibit B" and depicted in "Exhibit C", attached hereto and incorporated herein as if fully set forth (the "Easement").
- 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. Dolcini is granted use of the existing access roadway for the purposes of ingress and egress over the Property.
 - ii. District agrees to maintain, repair, and replace, at its sole expense, the three (3) 96 inch CMP culverts, the one (1) 72 inch CMP culvert, and the two (2) 84 inch CMP culverts ("Improvements") identified in Exhibit D, unless District, in its sole discretion, determines that these culverts are no longer necessary for the operation of District's water system. Upon such determination, District shall notify Dolcini of such determination in writing and District shall no longer be responsible for maintenance of the specified culverts.
 - iii. District maintains all rights to use the Easement as a secondary access to the Property.
 - iv. The District shall not be responsible for any maintenance, maintenance costs, or contribution for maintenance under California Civil Code Section 845 associated with the Easement and the access road located thereon, excluding that maintenance described in Section 2(B)(ii).
 - v. Dolcini agrees, at their sole expense, to maintain the access road on Easement and Easement in a reasonably safe and good condition, excluding that maintenance described in Section 2(B)(ii).

Section 3. Construction of Improvements & Notice of Construction/Maintenance:

The District may repair, replace or maintain Improvements in the Easement, as described in Section 2(B) (ii). The District shall give Dolcini at least ten (10) business days written notice prior to the commencement of any construction in the Easement.

Dolcini shall give District at least ten (10) business days written notice prior to the commence of any maintenance, as described in Section 2(B)(v), in the Easement.

Section 4. Damages to the Property:

If any portion of the Property is damaged by reason of Dolcini or by Dolcini's employees' and/ or contractors' actions in gaining access to the Easement, then Dolcini shall assume the loss and pay for the reasonable repair of such damage taking into consideration issues of depreciation and betterment.

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

Section 5. Damages to the Improvements:

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

Section 6. Insurance:

Dolcini may use contractors to conduct maintenance and repair of the Property. Before performing any such work Dolcini's contractor shall provide the District with insurance that complies with the following requirements:

a. At all times during the term of this Agreement, contractor shall maintain:

(i) general liability insurance, including personal injury and property damage coverage, in an amount not less than one million (\$1,000,000.00) dollars, and (ii) workers compensation insurance as required by California law. Contractor shall provide the District copies of all required insurance policies before entering the Property.

b. Contractor shall provide the District with an endorsement on an ISO Additional Insured Endorsement Form CG 20 10 11 85 or equivalent that contains the following language:

(i) The District, its officers, directors, employees, agents and volunteers are covered as additional insureds with respect to liability arising out of contractor's entry onto and work upon District Property, as described in this Agreement.

- (ii) This policy shall be considered primary insurance with respect to the District, its officers, directors, employees, agents and volunteers. Any insurance maintained by the District, including any self-insured retention the District may have, shall be considered excess insurance only and shall not contribute to that policy.
- (iii) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability for the insuring company.
- (iv) The insurer waives all right of subrogation against the District, its officers, directors, agents, employees and volunteers.
- (v) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, directors, employees, agents and volunteers.

Section 7. Hold Harmless:

Dolcini agrees to indemnify, defend, and hold harmless the District, its officers, directors, agents, and employees, attorneys and representatives, for any and all claims, demands, actions (including but not limited to personal injury/wrongful death, premises liability, and workers compensation), interest, rights, costs, damages, attorney's fees, suits and/or causes of action, whether based on tort, contract, statute or other ground or authority, arising out of this Agreement, including but not limited to Dolcini, its employee's agent's, representatives', and invitees' use of the Property or Easement, except an action to enforce the terms of this Agreement or negligence resulting from the sole active negligence or willful misconduct of District.

Section 8. 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 9. 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 10. Entire Agreement:

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

Section 11. 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 District 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.

Section 12. 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 13. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the state of California. Proper venue for any matter shall be in Marin County, California.

Section 14. 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 15. 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 16. 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 17. Mediation:

Any dispute or claim in law or equity between District 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 18. Arbitration:

At the sole election of the District, any dispute or claim in law or equity between District 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 District makes this election, 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.

DOLCINI:

Dated: _____

Signed: _____
Name of Authorized Signor
Title

DISTRICT:

Dated: _____

By: _____
Bennett Horenstein
General Manager

Attest: _____
Secretary

Attachments:

Exhibit A- Interim Agreement

Exhibit B – Legal description

Exhibit C – Record Map

Exhibit D- Map of District Maintained Culverts

MMWD Seal:



EXHIBIT A

PM

INTERIM AGREEMENT AND RIGHT OF ENTRY

This Agreement, made and entered into this 16th day of June, 1978, by and between LYDIA C. RESPINI (by Earl J. Dolcini and Calvin C. Dolcini, attorneys in fact) (hereinafter referred to as Owner) and THE MARIN MUNICIPAL WATER DISTRICT, a public corporation (hereinafter referred to as District).

WITNESSETH:

WHEREAS, District requires certain real property and real property interests to be acquired from Owner for the purposes of construction of the SoulaJule Reservoir Project; and

WHEREAS, Owner owns certain real property in Marin County, California, more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, District requires Owner's permission to enter upon portions of the property described in Exhibit "A" for purposes of construction of the SoulaJule Reservoir Project at an early date in order to complete construction in time for the reservoir flooding during the fall of 1978; and

WHEREAS, the parties have reached a general agreement of the property and property interests to be acquired by District from Owner and of the consideration to be paid or transferred by District to Owner therefor; and

WHEREAS, there is considerable surveying to be performed in the field in order to effectuate the purposes of the general agreement and there are several minor details of the acquisition to be worked out between the parties; and

WHEREAS, it is the desire and intent of the parties to make and execute this Interim Agreement in order that the terms of the general agreement can be set forth and that District can receive

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permission to enter upon portions of Owner's property for construction purposes and in order to avoid the necessity of District having to file eminent domain proceedings in order to obtain a Court order for possession of the property interests

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties as follows:

1. Owner shall grant to District the fee interest in approximately 80 acres of land which has been identified as the area in blue on certain maps furnished to Owner by District, consisting of approximately 55+ acres and an additional 23+ acres, which is an area constituting a band around the blue area and shown as part of an orange area on the aforesaid maps.

2. Owner shall convey to District a flood easement on, over and across approximately 14 acres of land, shown as the green area on the aforesaid maps. Said flood easement shall preclude any building or structures of any kind within that area and shall allow only present or comparable agricultural uses within said area.

3. Owner shall convey to District a watershed protection easement on, over and across the remainder of Owner's property, consisting of approximately 876 acres. The terms and conditions of said watershed protection easement are set forth in Exhibit "B" which is attached hereto and incorporated herein by reference.

4. In consideration for the above-referenced conveyances by Owner, District shall furnish to Owner the following:

(a) District shall pay Owner the cash sum of Seventy Five Thousand Dollars (\$75,000.00);

(b) District shall grant to Owner the fee interest in approximately 148+ acres north of the proposed reservoir, which acreage has been identified as parcels A and C, in yellow, on the aforesaid maps. Said acreage shall be limited to agricultural uses only;

(c) District shall grant to Owner the fee interest in approximately 108+ acres south of the proposed reservoir, which

PM

has been identified as parcel B, in yellow, on the aforesaid maps. Said acreage shall be subject to the conditions of the watershed protection easement (Exhibit "B" hereto) and no structure shall be allowed below the 650 foot elevation line (measured from mean sea level);

(d) District shall grant to Owner the fee interest in approximately 230 acres south of parcel B, which acreage shall be limited to agricultural uses only;

(e) District shall construct an access road across lands to be acquired by District from the adjoining property owner to the east of Owner's property. Said access road shall be for the purpose of providing legal and physical access to Owner's remaining property and shall be constructed from the existing access road at a point near the Barboni ranch home, south across the reservoir and then along the southerly edge of the proposed reservoir and again across the reservoir to a point joining the present road to the home of Peter Dolcini (all as shown on Exhibit "C" hereto). District shall convey an easement of said access right of way for the benefit of Owner's remaining property;

(f) District estimates that said access road will cost approximately \$200,000. Should the cost of said road be less than \$200,000, Owner shall receive the difference between \$200,000 and the actual cost.

5. Owner agrees that District may enter upon Owner's property, as described in Exhibit "A", as of the date of this agreement and clear and remove all vegetation below elevation 240 feet and may inundate said area below elevation 240 feet with water to be impounded by the earthen dam presently being constructed by District on the Arroyo Sausal. Said inundation shall not occur until the access road is constructed to the Peter Dolcini home as provided for in Paragraph 4(e) above.

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6. Owner further agrees that District may enter upon Owner's property (as described in Exhibit "A") as of the date of this agreement for the purpose of constructing fencing along the boundary lines between Owner's remaining property and the property to be acquired by District as provided for herein.

7. Owner further agrees that District may enter upon Owner's property (as described in Exhibit "A") as of the date of this agreement for purposes of construction of the access road as described in Paragraph 4 (e) above.

8. District agrees to use only those portions of Owner's property reasonably necessary to accomplish the required work as described in Paragraphs 5, 6 and 7. District further agrees to indemnify and hold harmless Owner from any liability arising out of District's operation under this agreement. District further agrees to assume responsibility for any damages proximately caused by reason of District's operation under this agreement and District shall, at its option, either repair or compensate Owner for such damages.

9. It is anticipated by the parties hereto that a final agreement including legal descriptions of all the parcels to be conveyed as described herein will be completed and executed within one hundred twenty (120) days of the date of this Interim Agreement. Should the parties be unable to fully accomplish their commitments within said one hundred twenty (120) day period, an additional period of time shall be mutually agreed upon as is deemed reasonable by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Interim Agreement on the date above mentioned.

BOARD OF DIRECTORS
MARIN MUNICIPAL WATER DISTRICT

Polly O. Smith
President

Nargaret Brown
Secretary

LYDIA C. RESPINI Lydia C. Respini

By Earl J. Dolcini
Earl J. Dolcini, Attorney in Fact

By Calvin C. Dolcini
Calvin C. Dolcini, Attorney in Fact

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EXHIBIT B

Exhibit B

20' Roadway Easement Legal Description

Being an easement 20 feet in width for roadway purposes lying within the lands of MMWD as recorded in Book 3809 of Official Records at Page 4, Marin County Records and lying 10 feet on each side of the following described centerline:

Beginning at a point on the northerly line of said lands of MMWD said point being the intersection of the courses N5°00'00"E, 495.095 feet and S44°18'39"W, 75.421 feet, thence leaving said northerly line and along the centerline of said easement S06°37'135"W, 380.10 feet, thence S02°07'59"W, 109.74 feet, thence S01°50'31"W, 69.99 feet, thence S04°55'20"E, 386.84 feet, thence on a non-tangent curve to the right whose center bears S89°02'20"W, having a radius of 194.91 feet, through a central angle of 38°29'39" and an arc length of 130.95 feet, thence S35°31'56"W, 144.79 feet, thence on a non-tangent curve to the right whose center bears N64°16'20"W, having a radius of 158.05 feet, through a central angle of 48°32'17" and an arc length of 133.89 feet, thence S72°31'15"W, 52.96 feet, thence on a non-tangent curve to the left whose center bears S14°03'11"E, having a radius of 503.17 feet, through a central angle of 10°56'09" and an arc length of 96.04 feet, thence S64°54'58"W, 92.39 feet, thence on a non-tangent curve to the right whose center bears N27°29'09"W, having a radius of 277.06 feet, through a central angle of 25°00'19" and an arc length of 120.92 feet, thence S86°07'02"W, 186.44 feet, thence on a non-tangent curve to the left whose center bears S06°20'40"E, having a radius of 220.23 feet, through a central angle of 61°19'58" and an arc length of 235.75 feet, thence S28°45'22"W, 71.12 feet, thence on a non-tangent curve to the right whose center bears N61°53'11"W, having a radius of 221.81 feet, through a central angle of 79°40'40" and an arc length of 308.44 feet, thence N71°32'13"W, 249.38 feet, thence on a non-tangent curve to the right whose center bears N29°41'35"E, having a radius of 503.45 feet, through a central angle of 33°30'20" and an arc length of 294.41 feet to a point of non-tangent reverse curve to the left whose center bears S59°57'30"W, having a radius of 372.18 feet, through a central angle of 25°04'17" and an arc length of 162.86 feet to a point of non-tangent compound curve to the left whose center bears S36°41'43"W, having a radius of 183.83 feet, through a central angle of 77°48'51" and an arc length of 249.66 feet, thence S51°38'39"W, 241.38 feet, thence on a non-tangent curve to the left whose center bears S39°26'53"E, having a radius of 578.59 feet, through a central angle of 11°05'49" and an arc length of 112.06 feet to a point of non-tangent reverse curve to the right whose center bears N46°24'35"W, having a radius of 153.60 feet, through a central angle of 37°05'19" and an arc length of 99.43 feet to a point of non-tangent reverse curve to the left whose center bears S10°19'02"E, having a radius of 299.90 feet, through a central angle of 25°54'04" and an arc length of 135.57 feet, thence S51°06'57"W, 208.42 feet, thence on a non-tangent curve to the right whose center bears N34°22'55"W, having a radius of 394.44 feet, through a central angle of 12°35'17" and an arc length of 86.66 feet to a point of non-tangent reverse curve to the left whose center bears S19°25'29"E, having a radius of 326.84 feet, through a central angle of 35°52'13" and an arc length of 210.32 feet to a point of non-tangent reverse curve to the right whose

Exhibit B

center bears N59°34'47"W, having a radius of 114.89 feet, through a central angle of 64°38'44" and an arc length of 129.63 feet to a point of non-tangent reverse curve to the left whose center bears S11°14'06"W, having a radius of 287.04 feet, through a central angle of 33°30'18" and an arc length of 167.85 feet to a point of non-tangent reverse curve to the right whose center bears N19°43'10"W, having a radius of 281.68 feet, through a central angle of 23°30'20" and an arc length of 115.56 feet to a point of non-tangent reverse curve to the left whose center bears S05°45'29"W, having a radius of 528.67 feet, through a central angle of 12°55'33" and an arc length of 119.27 feet to a point of non-tangent reverse curve to the right whose center bears N12°04'22"W, having a radius of 195.77 feet, through a central angle of 36°43'38" and an arc length of 125.49 feet to a point of non-tangent reverse curve to the left whose center bears S28°15'24"W, having a radius of 319.56 feet, through a central angle of 34°09'00" and an arc length of 190.47 feet, thence S80°26'01"W, 214.61 feet, thence on a non-tangent curve to the left whose center bears S08°23'32"E, having a radius of 308.37 feet, through a central angle of 15°03'34" and an arc length of 81.05 feet to point of non-tangent reverse curve to the right whose center bears N27°11'36"W, having a radius of 163.54 feet, through a central angle of 45°04'51" and an arc length of 128.67 feet to a point of non-tangent reverse curve to the left whose center bears S18°04'00"W, having a radius of 190.31 feet, through a central angle of 74°09'16" and an arc length of 246.31 feet, to a point of non-tangent compound curve to the left whose center bears S61°11'35"E, having a radius of 203.14 feet, through a central angle of 48°49'50" and an arc length of 173.13 feet, thence S14°08'41"E, 135.69 feet, thence on a non-tangent curve to the right whose center bears S75°56'09"W, having a radius of 202.25 feet, through a central angle of 33°20'40" and an arc length of 117.70 feet to a point of non-tangent reverse curve to the left whose center bears S65°24'53"E, having a radius of 116.46 feet, through a central angle of 45°49'29" and an arc length of 93.42 feet to a point of non-tangent reverse curve to the right whose center bears S67°20'57"W, having a radius of 206.04 feet, through a central angle of 41°54'10" and an arc length of 150.68 feet, thence S21°20'03"W, 258.69 feet, thence S12°30'11"W, 168.32 feet, thence S23°37'01"W, 166.96 feet, thence S26°29'36"W, 134.32 feet, thence S29°46'06", 31.21' to a point on the easterly boundary of the lands of Dolcini as recorded in Doc. No. 2003-133143, M.C.R. being the terminus of this description, from which point a 1¼" iron pipe and disk with punch, bears N01°53'32"E, 152.24 feet.

Basis of Bearings for this description held as S69°19'36"W, (11863.15 feet calculated per map) 11866.86 feet measured between the found railroad spike which bears N62°37'36"W, 74.93 feet from the B.C. on the westerly sideline of Hicks Valley Road as shown on sheet 5 of that Record of Survey recorded in Book 14 of Official Surveys at Page 36, Marin County Records, and the found 1¼" iron pipe as shown on sheet 3 of said map at the intersection of courses S1°41'54"W, 1563.385 and S1°53'32"W, 809.596.

See Exhibits 1-5 for graphic easement location.

Steven H. Jacobs / PLS 5296 Lic. 12-31421

2/3



Exhibit B

Jacobs Land Surveying
P.O. Box 7829 Cotati Ca. 94931
707-795-0733

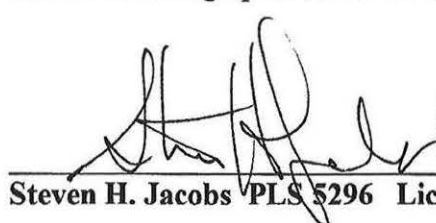
20' Roadway Easement Legal Description

Being an easement 20 feet in width for roadway purposes lying within the lands of MMWD as recorded in Doc.No. 81-040787, Marin County Records and lying 10 feet on each side of the following described centerline:

Commencing at a point on the easterly line of said lands of MMWD, said point being the northerly terminus of the courses N11°43'57"E, 210.96 feet of said MMWD legal description, thence along said line S11°43'57"W, 130.08 feet to the true point of beginning, being a point on the centerline of a 20' roadway easement, thence leaving said easterly line and along the centerline of said easement on a curve to the right whose center bears N5°49'04"W, 366.0 feet, through a central angle of 19°44'24" and an arc length of 126.10 feet to a point on the westerly line of said lands, being the terminus of said easement, which point bears S4°30'00"E, 35.18 feet from the intersection of courses S87°00'00"W and S04°30'00"E of said description.

Basis of Bearings for this description held as S69°19'36"W, (11863.15 feet calculated per map) 11866.86 feet measured between the found railroad spike which bears N62°37'36"W, 74.93 feet from the B.C. on the westerly sideline of Hicks Valley Road as shown on sheet 5 of that Record of Survey recorded in Book 14 of Official Surveys at Page 36, Marin County Records, and the found 1¼" iron pipe as shown on sheet 3 of said map at the intersection of courses S1°41'54"W, 1563.385 and S1°53'32"W, 809.596.

See Exhibit for graphic easement location.


Steven H. Jacobs PLS 5296 Lic. Exp. 12-31-21




EXHIBIT C

PREPARED BY:
JACOBS LAND SURVEYING
P.O. BOX 7829
COTATI, CA. 94931
707-795-0733

EXHIBIT C 20' ROADWAY EASEMENT EXHIBIT

BARBONI DN 96-069709
APN 125-020-13

BARBONI DN 96-069708
APN 125-020-11

SEE SEPARATE INSTRUMENT
FOR EASEMENT GRANT
BARBONI TO DOLCINI

R=147.45
D=53°20'01"
L=137.25

LEGEND

- FOUND RAILROAD SPIKE
- SURVEY CONTROL POINT
- CG CATTLE GUARD
- JP JOINT UTILITY POLE
- (R) RADIAL BEARING

S44°18'39"W
75.421

SIDE ROAD

S53°00'00"W
153.679

PT f

N05°00'00"E
435.095

PARCEL TWO f

MMWD
3809 OR 004
APN 125-020-10

MMWD 3809 OR 04
FLOODING EASEMENTS
PARCEL TWO f

PARCEL TWO d

WEST 190.00 S82°28'21"W 282.434

S75°30'08"W 589.205

S0°50'51"W
69.97

S12°16'30"W
178.201

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84

S04°53'20"E
306.84



STEVEN H. JACOBS PLS 5296
LIC. EXP. 12-31-21

SCALE: 1"=200'

S12°53'54"W HELD PARALLEL WITH
EASTERLY BOUNDARY PER MAP
(N111°30'E S85°12'6" TITLE REPORT
1/2066.69 CENTERLINE EMT
TO NORTHERLY PROP. LINE

7-1370.10 EC TO PROP. LINE
1553.40 TOTAL EC TO EC

PT e

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

183.30

674

EXHIBIT C
20' ROADWAY EASEMENT
EXHIBIT

BARBONI DN 96-069708
APN 125-020-11

MMWD
3809 OR 004
APN 125-020-10

BARBONI DN 96-069708
APN 125-020-12

BARBONI DN 96-069709
APN 125-02-13

LEGEND

- FOUND RAILROAD SPIKE
- SURVEY CONTROL POINT
- CG CATTLE GUARD
- JP JOINT UTILITY POLE
- (R) RADIAL BEARING

SCALE: 1"=200'

PREPARED BY:
JACOBS LAND SURVEYING
P.O. BOX 7829
COTATI, CA. 94931
707-795-0733
JN 19-1481-S FB#81
JOB FILE: 2021/may/dolchimmwd2.dwg

SHEET 2 OF 6

JN 19-1481-S FB#81
JOB FILE: 2021/may/dolcinimmwd2.dwg

SHEET 2 OF 6

EXHIBIT C 20' ROADWAY EASEMENT EXHIBIT

LEGEND

- FOUND RAILROAD SPIKE
- SURVEY CONTROL POINT
- CG CATTLE GUARD
- JP JOINT UTILITY POLE
- (R) RADIAL BEARING

BARBONI DN 96-069708
APN 125-020-11

MMWD
3809 OR 004
APN 125-02-10

BARBONI DN 96-069708
APN 125-020-12

PREPARED BY:
JACOBS LAND SURVEYING
P.O. BOX 7829
COTATI, CA. 94931
707-795-0733

JN 19-1481-S FB#81
JOB FILE: 2021/mey/dolcinimwdonly3.dwg

SHEET 3 OF 6

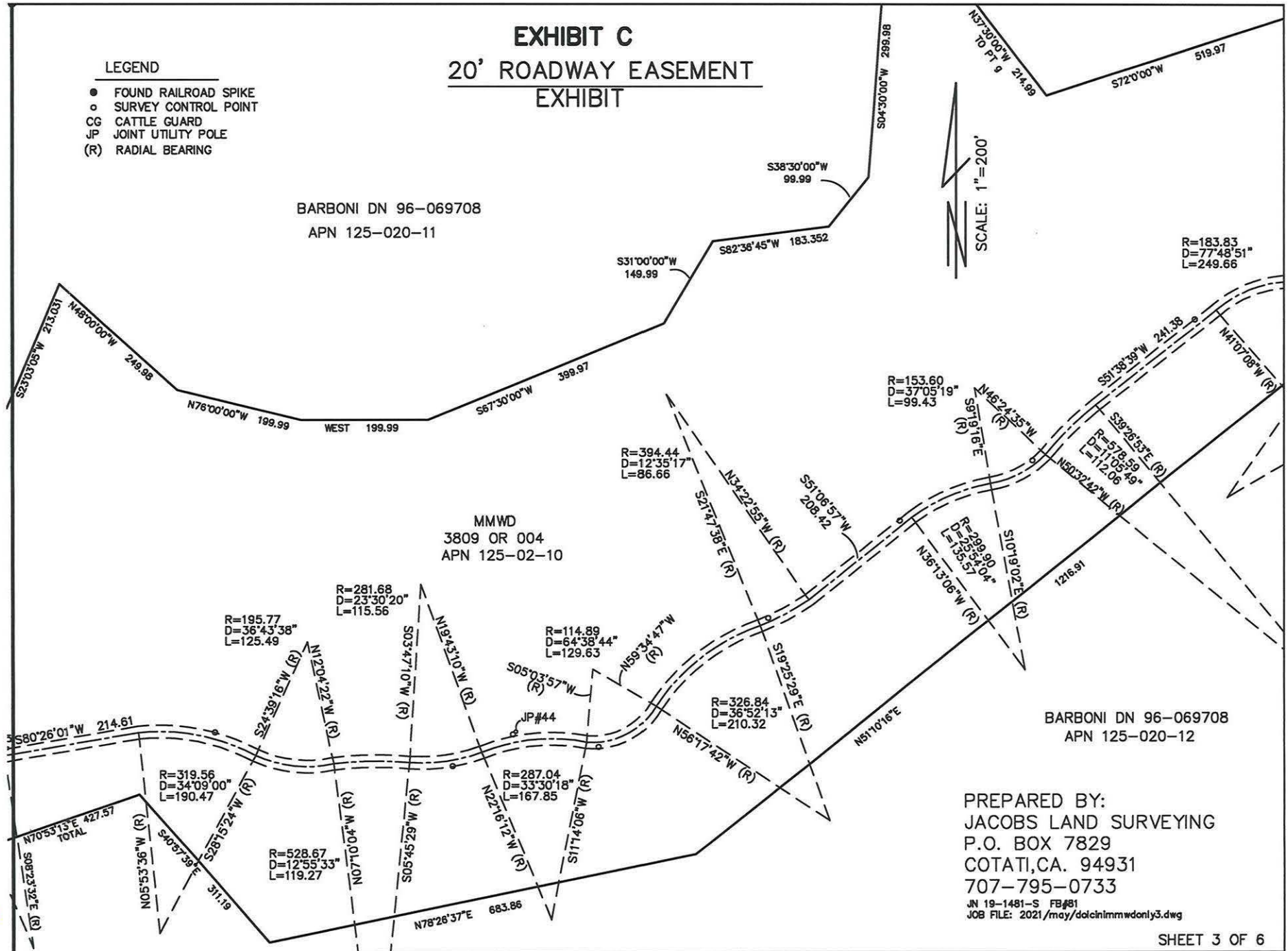


EXHIBIT C 20' ROADWAY EASEMENT EXHIBIT

SCALE: 1"=200'

LEGEND

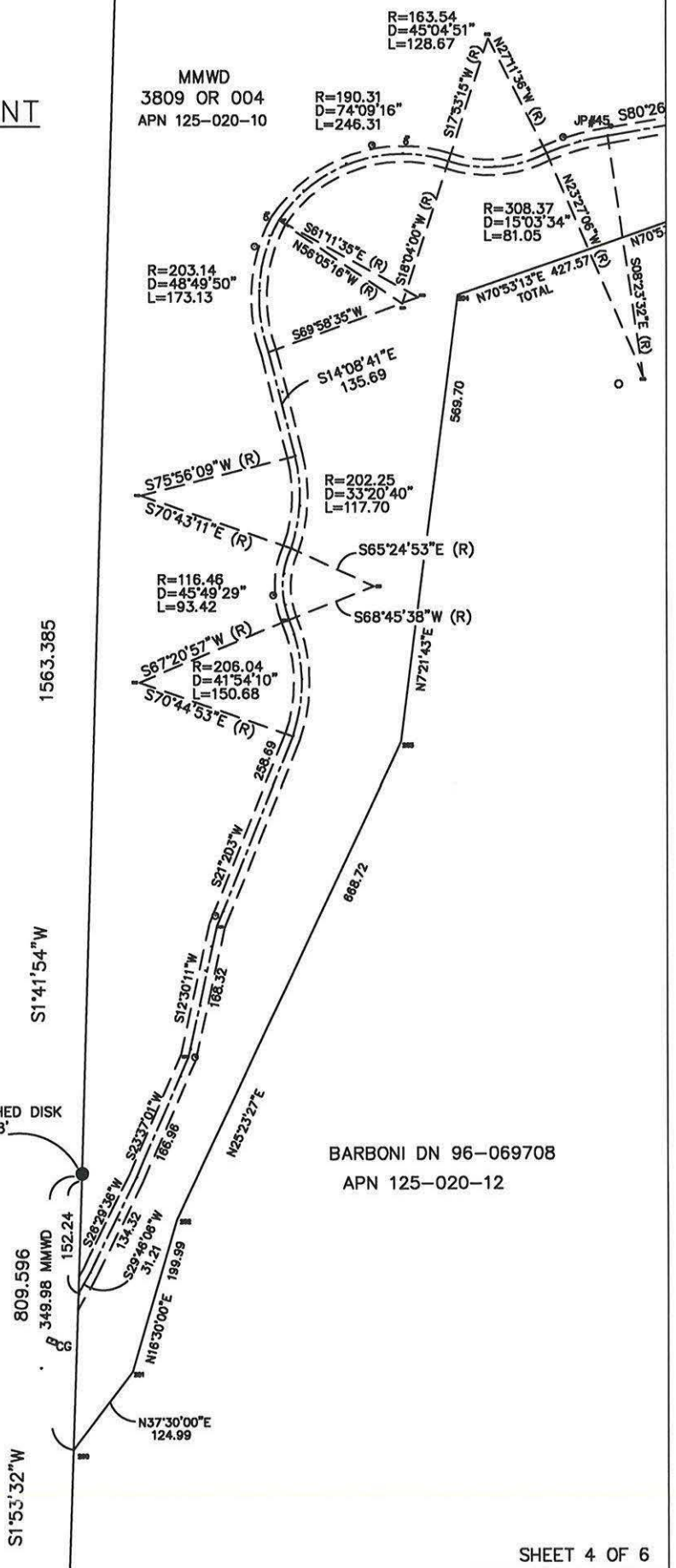
- FOUND RAILROAD SPIKE
- SURVEY CONTROL POINT
- CG CATTLE GUARD
- JP JOINT UTILITY POLE
- (R) RADIAL BEARING

DOLCINI D.N. 2003-133143
APN 125-020-17

PREPARED BY:
JACOBS LAND SURVEYING
P.O. BOX 7829
COTATI, CA. 94931
707-795-0733

JN 19-1481-S FB#81
JOB FILE: 2021/may/dolcinni/mmwdonly4

P.O.B. MMWD DEED
FND. 1 1/4" IP & PUNCHED DISK
SET IN CONCRETE, 1.8'
WESTERLY OF FENCE



PM

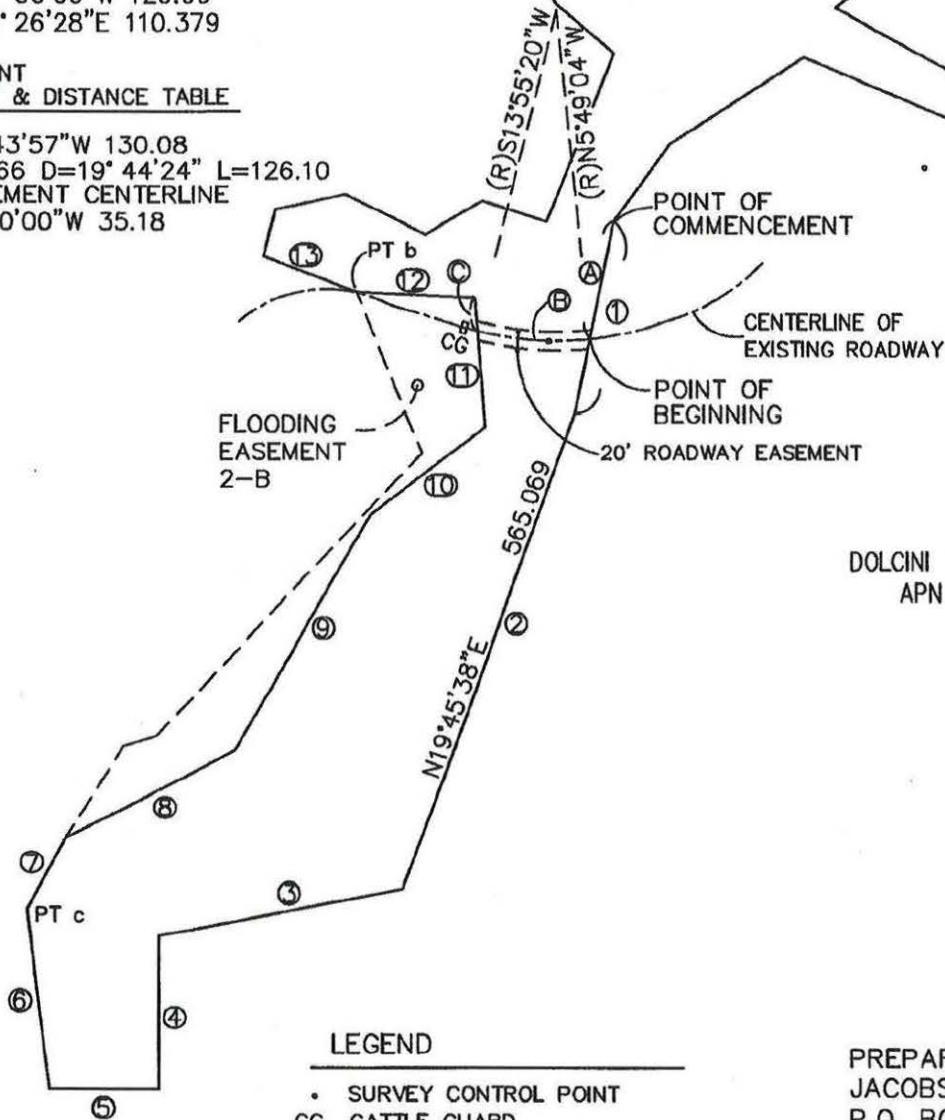
20' ROADWAY EASEMENT EXHIBIT

MMWD BOUNDARY COURSE & DISTANCE TABLE

①	N11°43'57"E	210.96
②	N19°45'38"W	565.069
③	N79°12'56"E	272.754
④	NORTH	170.00
⑤	EAST	120.00
⑥	S07°00'00"E	199.99
⑦	S28°00'00"E	89.99
⑧	S61°30'34"W	209.986
⑨	S30°00'00"W	299.96
⑩	S52°00'00"W	159.99
⑪	S04°30'00"E	139.99
⑫	S87°00'00"W	129.99
⑬	S69°26'28"E	110.379

EASEMENT COURSE & DISTANCE TABLE

Ⓐ	S11°43'57"W	130.08
Ⓑ	R=366 D=19° 44' 24" L=126.10	
EASEMENT CENTERLINE		
Ⓒ	N4°30'00"W	35.18

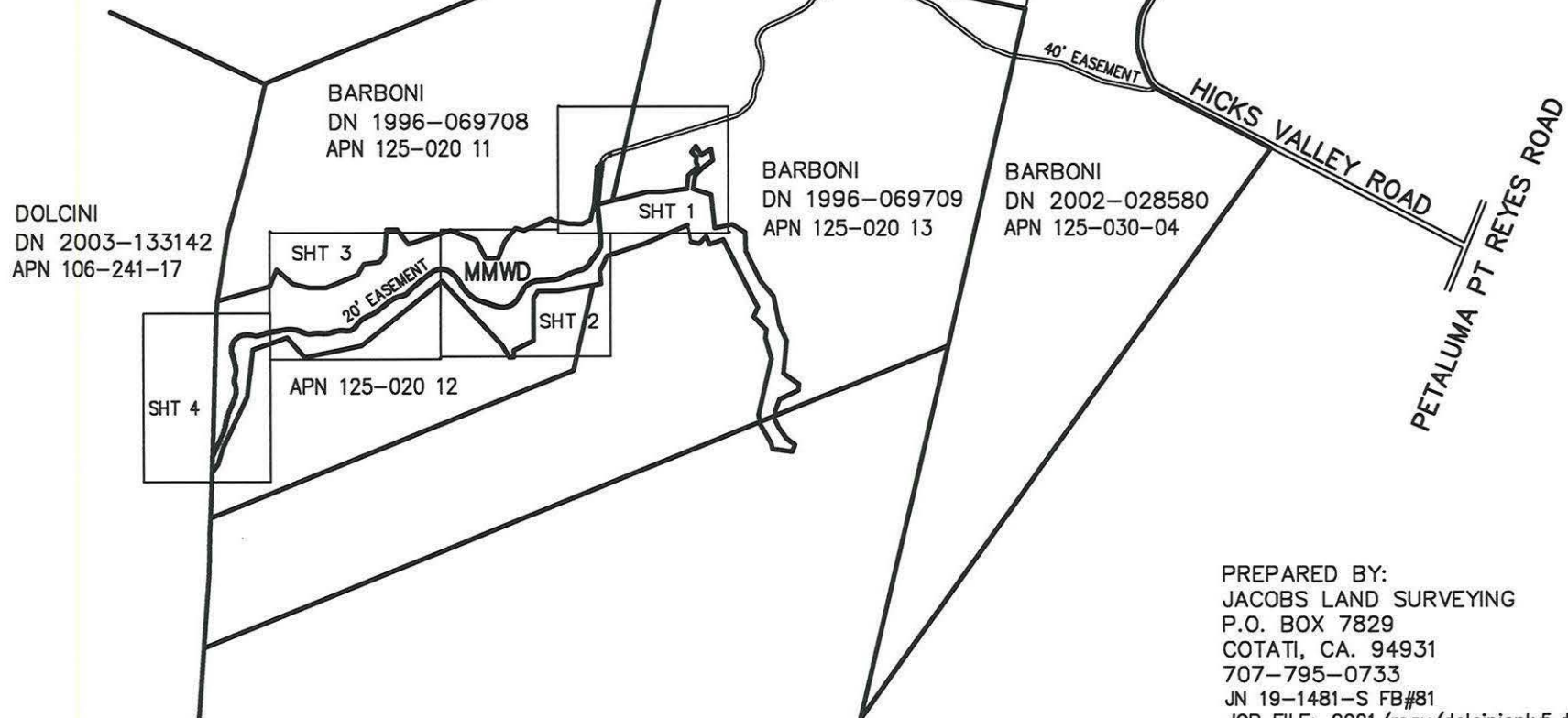


PREPARED BY:
JACOBS LAND SURVEYING
P.O. BOX 7829
COTATI, CA. 94931
707-795-0733
JN 19-1481-S FB#81
JOB FILE: 2021/JULY/2NDdolcinnmw

PM

20' ROADWAY EASEMENT
EXHIBIT
SHEET INDEX

SCALE: 1"=2000'



PREPARED BY:
JACOBS LAND SURVEYING
P.O. BOX 7829
COTATI, CA. 94931
707-795-0733
JN 19-1481-S FB#81
JOB FILE: 2021/may/dolcinionly5.dwg

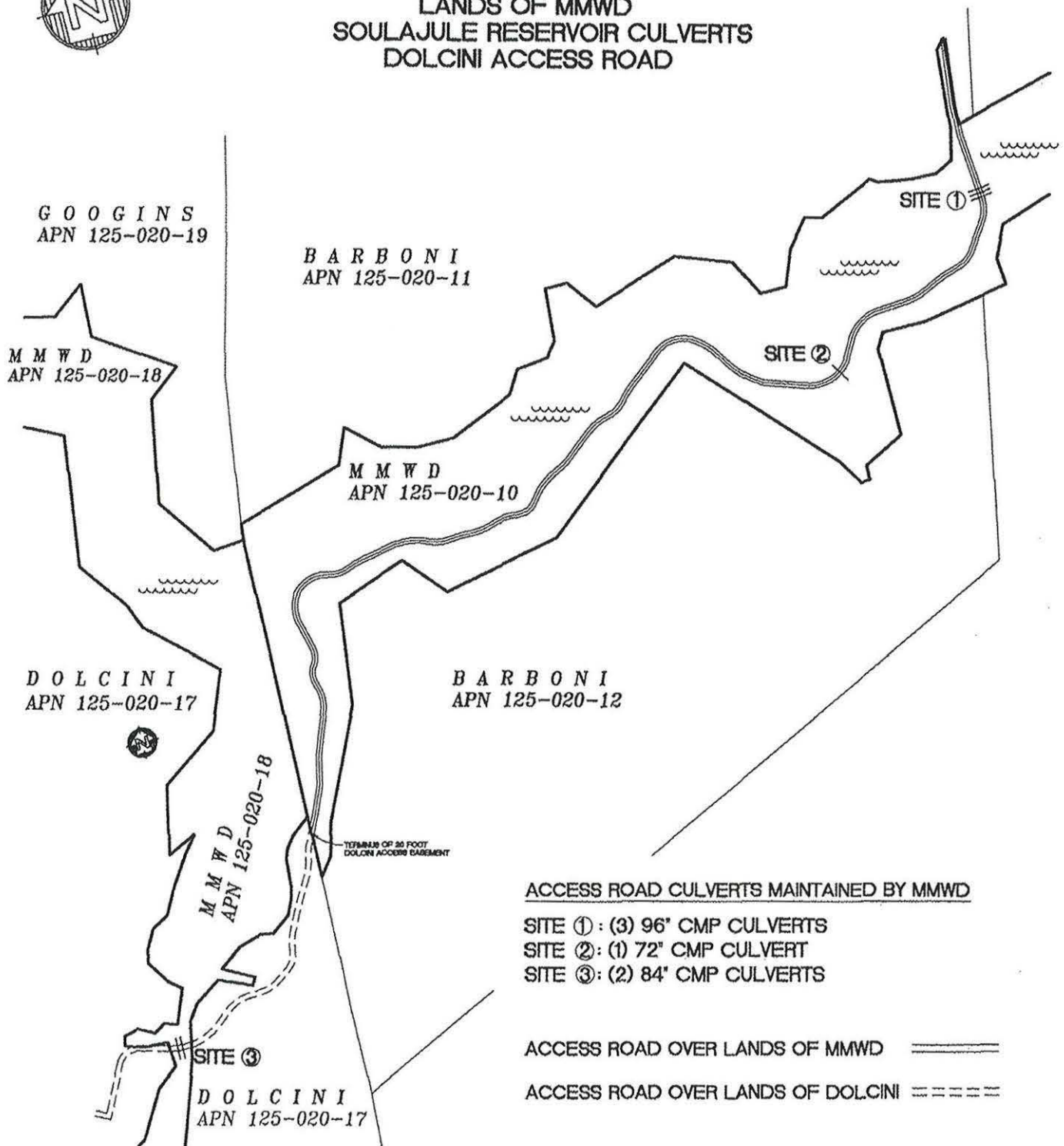
PM

EXHIBIT D



EXHIBIT D

LANDS OF MMWD SOULAJULE RESERVOIR CULVERTS DOLCINI ACCESS ROAD



ACCESS ROAD CULVERTS MAINTAINED BY MMWD

SITE ① : (3) 96" CMP CULVERTS

SITE ② : (1) 72" CMP CULVERT

SITE ③ : (2) 84" CMP CULVERTS

ACCESS ROAD OVER LANDS OF MMWD

ACCESS ROAD OVER LANDS OF DOLCINI



MARIN MUNICIPAL WATER DISTRICT

220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 924-4600

DATE: APR 2021 JOB NO: _____ SHEET: 1 of 1

PREPARED BY: KV DESIGN BY: KV

PM

Informational Item

TO: Board of Directors

FROM: Ben Horenstein, General Manager



ITEM: Drought Update

SUMMARY

Staff continue efforts responding to the historic drought conditions through conservation outreach and engagement with the community, optimizing existing water supply, and planning for emergency drought supplemental supply. At the meeting on August 17, staff will provide the Board an update on our drought response efforts.

DISCUSSION

In response to drought conditions and historically low reservoir storage levels, the Board declared a water shortage emergency on April 20, 2021, and adopted mandatory water use restrictions targeting an overall 40% reduction in water use to extend current water supplies. Recognizing that the District's typical water use nearly doubles during the summer months as compared to the winter largely due to outdoor irrigation, the Board adopted in May mandatory conservation measures limiting sprinkler irrigation to two days per week. On July 6th, the Board adopted Ordinance No. 452 to further restrict irrigation to limit sprinkler irrigation to one day per week, as assigned by the District. At the July 20th Board meeting, the Board adopted Ordinance No. 453 requiring new connections to defer potable water irrigated landscape installation until after the conclusion of the Water Shortage Emergency.

Water Supply:

- As of August 11th, 2021, the District had 31,603 acre-feet of reservoir water storage, which is 39.7% of capacity and 51.3% of the historical average for this date.
- In July 2021, the District's total gross water production was 2,200 acre-feet, with 1,823 acre-feet from the District's reservoirs and 377 acre-feet of supplemental water. The District's total gross water production has averaged 2,888 acre-feet for the month of July over the previous three years.
- The average rate of water production for July 2021 was 23.0 million gallons per day (MGD), a 24% reduction in water use compared to the 3-year average for the month of July, 30.4 million gallons per day (MGD).

- The expansion of the Recycled Water Treatment Facility at Las Gallinas Valley Sanitary District was completed earlier this spring and the District has been distributing recycled water since late April 2021. In July, the total recycled water distributed by Marin Water was 95 AF and averaged a daily demand of 0.9 million gallons per day.
- For habitat benefit, in July, the District released a total of 448 acre-feet of water from Kent Reservoir into Lagunitas Creek and from Soulajule Reservoir into Walker Creek.
- Due to the dry conditions and lower than normal reservoir levels, Sonoma Water has reduced allocations to their retail customers, including MMWD, as of July 1st. From July through September, MMWD will be restricted to 4-MGD with a slight increase in October to 4.6-MGD. Staff expects that reduced allocations may continue through the drought.
- As a result of this drought, the District reservoirs are projected to be close to 20,000 acre-feet on December 1, 2021. Were conservation efforts to achieve a 40% reduction in demand through November, reservoir storage is projected to be near 25,000 acre-feet.

Operational Initiatives and Water Supply Projects:

- Utilize Soulajule Reservoir – Soulajule reservoir is a reserve reservoir and last utilized during the drought of the early 1990s. Pumping was initiated in early May, and approximately 1,500 AF of water from Soulajule Reservoir has been transferred to Nicasio Reservoir this year. Operation of the generator at Soulajule is expected to wrap up this week and staff will be returning the rental generator.
- Recycled Water – The District will be opening a residential recycled water pick-up station in the parking lot off Armory Drive near the Marin County Civic Center where County residents are able to fill containers with recycled water to be used for watering their gardens. Staff is expecting to receive the conditional approval from the SFRWQCB to begin operating the fill station any day now. Residents will be able to pick up recycled water each Monday, Wednesday, and Friday between 10 AM and 2 PM after receiving applicable training related to recycled water handling and use. Staff have also requested and are waiting for authorization for residential customers, who may wish to obtain larger quantities of recycled water, to use the services of a commercial hauler to deliver recycled water for approved uses such as irrigation.
- Kastania Pump Station Rehabilitation Design – Project components are moving ahead as expected to rehabilitate Kastania Pump Station and improve the operational efficiency of the District's imported supply through the North Marin Aqueduct. Final design of the Kastania Pump Station Rehabilitation Project is underway and completion of the civil/mechanical portion is anticipated to occur in August. Construction is expected to commence in September and be completed in December 2021. District staff is actively

meeting with representatives from the Sonoma County Water Agency and the North Marin Water District to facilitate design of the facility and acquisition of the facility. Staff presented on the proposed agreement for transfer of ownership of the Kastania Pump Station from Sonoma County Water Agency to Marin Water as an informational item at the July 16th Operations Committee meeting and the board will be considering approval of the transfer of ownership agreement at an upcoming Board meeting.

- Environmental Releases - Staff is proceeding with a technical study to better understand how to optimize flows in Lagunitas Creek to protect salmonid migration and instream habitat while reducing the volume of water released during severe drought conditions. An update of the study was provided at the Watershed Committee meeting on June 17th and another detailed discussion of the project is planned for the Operations Committee meeting on August 30th. Engagement with stakeholders continues to be central to this effort as the study progresses.

Emergency Drought Projects:

- Staff is exploring the feasibility of emergency water supply projects that can deliver the quantity of water needed to serve our customers in the event that reservoir levels are not replenished by the end of the year. At the Operations Committee meeting on July 16th, staff presented an update on recent efforts to evaluate the feasibility of a temporary desalination plant as well as the availability of water transfers to increase existing water supplies. Staff will present additional information as part of the drought update at the August 17th board meeting.

Water Efficiency:

- Water Waste reports have increased since the mandatory conservation actions were adopted and enhanced:
 - February: 5 reports
 - March: 13 reports
 - April: 104 reports
 - May: 203 reports
 - June: 253 reports
 - July: 1,053 reports
- The District has developed a Water Waste Patrol Team to monitor water waste throughout the service area and educate customers on the irrigation restrictions. Staff has developed monitoring routes to ensure the entire service area is covered each week. Additionally, the District is collaborating with local cities and towns to provide support in observing water waste in the course of their routine work and communicate any incidents to the District.
- At the July 16th Operations Committee meeting the Board discussed goals for the

Drought Response programs and further discussion is planned for the Communications and Water Efficiency Committee meeting on August 20th. The Drought Response programs continue to have high participation and engagement from the community and staff will provide current participation levels compared to the goals discussed.

- From August 9th through 13th, staff partnered with the California Center for Urban Horticulture to offer five free webinar workshops for landscape professionals. The webinars focused on providing tips and tricks for maintaining trees, shrubs, and lawns under current drought conditions while complying with the landscape irrigation restrictions.

Drought Public Outreach Highlights:

- Water saving rebate postcard mailer was developed and sent out detailing available rebates and resources for customers to take advantage of during the drought
- Drought Drive-Up Event is planned for Saturday August 21st. This event is for customers to pick up free water-saving fixtures and conservation resources building on the success of the Drive-Up Events in June. Customers can pick up resources at the Marin Water Main Office in Corte Madera between 8 AM and 12 PM.
- The advertising campaign with drought messaging continues to run online, at transit shelters, and on bus backs throughout the service area. Phase 2 concept development is underway, focusing on the severe/historic drought with calls to continue saving water.
- Since April, staff has completed more than 50 presentations to stakeholders in the community (city and town councils, homeowner groups, chambers, rotaries, and businesses) regarding the drought and informing customers of Marin Water's available conservation programs and incentives.

FISCAL IMPACT

As previously shared with the Board, the combined loss in revenue and unbudgeted expenses due to the drought is projected at \$20.5M over the next five months due to mandatory conservation efforts. The District's reserves, along with tight expenditure controls, is anticipated to address the deficit.

ATTACHMENT(S)

None

Approval Item

TITLE

Conservation Corp North Bay (CCNB) Turf Removal and Training Program

RECOMMENDATION

Approve an amendment to Contract SF No. 432 to add an additional 27 CCNB workdays and authorizing the additional program expenditure of \$70,044.48.

SUMMARY

In June 2021, the District introduced a new program to offer free sheet mulching material and free installation by CCNB through a job training program for young adults. CCNB workers install sheet mulching materials over existing lawn areas and disable existing overhead spray irrigation systems at residential and commercial sites. Known as “Mulch Madness”, this program has proven popular with 106 customers applying since the program was launched on June 21, 2021.

DISCUSSION


The original contract with CCNB funded 29 installation workdays plus project coordination and training through August 21, 2021. Through August 5th, 18 sites have completed the program, removing 15,188 square feet of turf. Another 12 sites are pre-approved for turf removal, which will yield an additional 14,618 square feet on completion. In total, 60 pre-approval site visits have been completed with another 46 in progress. In order to complete as many Mulch Madness installations as possible, staff recommends adding 27 additional CCNB work days through October 14, 2021. These additional days will bring the total number to 56, which is roughly enough to complete turf removal at 45 sites, depending on size and complexity. During the approval site visit customers are notified that the Mulch Madness Program is a limited time offer and scheduled based on first come first serve.

FISCAL IMPACT

Adding 27 more workdays to the program will cost the district an additional \$70,044.48, bringing the total program cost to \$169,555.84. Funding of \$70,044.48 is allocated in the current year budget Water Conservation Fund. Additional funding may be requested based on participation levels and contractor availability.

ATTACHMENT(S)

1. Amendment No. 1 to SF No. 432.
2. SF No. 432.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman, Director of Engineering	 Ben Horenstein, General Manager

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
MARIN MUNICIPAL WATER DISTRICT and CONSERVATION CORPS NORTH BAY
(Contract No. SF-432)

This Contract Amendment ("First Amendment") is entered into by and between Marin Municipal Water District ("District") and Conservation Corps North Bay ("Consultant").

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

Section 1. Recitals:

- A. District and Consultant entered into an Agreement for Professional Services dated June 10, 2021 ("Agreement"), which expires on August 21, 2021.
- B. The parties desire to enter into an amendment to the Agreement to extend the Agreement end date to October 31, 2021 and to add 27 additional turf conversion days and coordination.

Section 2. Terms:

- A. Amendment to Agreement: This First Amendment modifies the Agreement. Except for the modifications contained herein, all the terms of the Agreement shall apply.
- B. Terms:
 - 1. Expand the original Scope of Work to include 27 additional turf conversion days and site coordination as described in the Scope of Work for Additional Installations, attached hereto and made part of this First Amendment at Attachment A.
 - 2. Increase the initial contract amount as set forth in Section 2 by an amount not to exceed \$70,044.48 as described in Attachment A.

Dated: _____

CONSERVATION CORPS NORTH BAY

By _____
Angel Minor, Chief Executive Officer

Dated: _____

MARIN MUNICIPAL WATER DISTRICT

By _____
Bennett Horenstein, General Manager

ATTACHMENT A

SCOPE OF WORK FOR ADDITIONAL INSTALLATIONS

Proposal for Services - Marin Water Turf Conversion continuation



Partner Information

Contractor Information

Agency	<u>Marin Water</u>	Company	<u>Conservation Corps North Bay</u>
Address	<u>220 Nellen Ave.</u>	Contractors License #	<u>690064</u>
City, State, ZIP	<u>Corte Madera, CA 94925</u>	Address	<u>11 Pimentel Court</u>
Invoice Contact:	<u>Carrie Pollard</u>	City, State ZIP	<u>Novato, CA 94949</u>
Phone	<u>415.945.1522</u>	Primary Contact	<u>Megan Meder</u>
Email	<u>capollard@marinwater.org</u>	Phone	<u>707-974-0076</u>
Cc:	<u>Robin McKillop - rmckillop@marinwater.org</u>	Email	<u>mmeder@ccnorthbay.org</u>

Scope of Work

Continuation of the current SF-432 "Landscape Your Lawn" sheet mulching program hosted by Marin Water.

Under this scope of work, CCNB will hold responsibility for the following services:

- Utilizing information collected and shared by Marin Water staff to schedule crew activities for participating residents and businesses
- Coordinating procurement and delivery of materials. Cardboard, compost, and mulch will be sourced from West Marin Compost, and spray-to-drip irrigation system conversion supplies will be sourced from The Urban Farmer Store.
- Providing a supervised crew of 5 Corpsmembers for beveling, sheet mulching, and modifying the irrigation to the project area.
- Providing quality control for all crew activities.
- Creating an end-of-program report including the names, addresses, and contact information for participating residents and businesses, square footage sheet mulched at each site, estimated water savings, and "Before & After" photos.

Marin Water will continue to provide the following program components:

- Advertising the program to residential and business customers
- Creating and managing a registration system for interested customers
- Screening registrants for eligibility
- Measuring turf conversion sites to determine quantities of cardboard, compost, mulch, and spray-to-drip irrigation system conversion supplies required for each site; and sharing this information with designated CCNB staff.
- Payment to West Marin Compost and The Urban Farmer Store for procurement and delivery of program materials required for each site (cardboard, compost, mulch, and spray-to-drip irrigation system conversion supplies).
- Create a Hold Harmless agreement covering both CCNB and Marin Water for customer's signature

Cost Proposal

We, Conservation Corps North Bay, propose the above scope of work to be completed for an amount not to exceed \$70,044.48.

Invoice Terms

Invoices will be sent monthly, based on the following labor and materials rates: The hourly labor rate for 2021 is \$40.90 per Corpsmember hour, \$74.78 per Supervisor hour, and \$90.00 per Coordinator hour. Billing includes travel time to and from the CCNB Center. Equipment charges will only be incurred after receiving approval from Marin Water staff, and are as follows: Dump truck, flatbed, or box truck \$300/day; Extra vehicle \$150/day; Chipper \$350/day. Disposal costs and materials are billed at cost plus 10% handling.

Rates are subject to annual increases per CA State Minimum Wage Law requirements and cost of living adjustments.

Labor and services will be provided until total costs equal contract total or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance. This proposal is valid for two months.

Cost Breakdown

List of Materials and Costs

Qty.	Description	Cost Per	Total
27	Turf Conversion Days (1 Supervisor and 5 Corpsmembers)	\$2,234.24	\$60,324.48
27	Project and Site Coordination (1 Natural Resources Coordinator)	\$360.00	\$9,720.00
Total			\$70,044.48

DROUGHT DIRECT INSTALL SHEET MULCHING CONTRACT

NO. SF-432

May 2021

**Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925**

CONTRACT FOR DROUGHT DIRECT INSTALL SHEET MULCHING

This contract by and between Marin Municipal Water District (hereinafter "MMWD") and Conservation Corps North Bay (hereinafter "Contractor") is entered into the 27th day of May, 2021.

WITNESSETH:

1. Contractor, in consideration of the promises of MMWD hereinafter set forth and the acceptance by MMWD of Contractor's proposal filed with MMWD on the 25th day of May, 2021, hereby agrees to furnish all tools, equipment, and labor necessary to perform and complete in a good and workpersonlike manner, for installation of sheet mulching and disabling overhead spray irrigation at select sites, as directed by MMWD staff.

2. In consideration of the foregoing promises of Contractor, MMWD agrees to pay Contractor, Ninety-Nine-Thousand-Five-Hundred-Eleven Dollars and Thirty-Six Cents (\$99,511.36), subject to the conditions set forth herein in Attachment A, and in the manner set forth herein. Once each month, MMWD shall cause a written estimate to be made of the total value of work done, at the time of the estimate. Payments shall be made as set forth in Attachment A.

3. Contractor agrees to indemnify, hold harmless, release and defend MMWD, its officers, agents, volunteers, and employees, from any and all liability, actions, claims, damages, costs or expense, including attorney fees and cost and expenses of suit, which may be asserted by any person or entity, including Contractor, arising out of or in connection with the activities of Contractor, its agents and employees provided for herein whether or not there is concurrent passive negligence on the part of MMWD. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages, or compensation payable by or for Contractor or its agents under workers' compensation acts, disability benefit acts or other employee benefits acts.

4. This agreement shall not be assigned without the written approval of MMWD's General Manager.

5. Contractor shall at all times maintain proper facilities and provide safe access for inspection by MMWD to all parts of the work, and to the shops wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested or covered up without timely notice to MMWD, or its representative, of its readiness for inspection, and without the approval thereof or consent thereto by the latter.

Should any work be covered up without such notice, approval or consent, it must, if required by MMWD, or its representative, be uncovered for examination at Contractor's expense.

6. Contractor shall submit, free of cost to MMWD for testing purposes, samples or specimens of any or all materials proposed to be used in the work, if required to do so by MMWD.

7. Pursuant to Sections 1810 et seq. of the California Labor Code eight hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by Contractor, or by any subcontractor or subcontractors under this contract, upon the work or upon any part of the work contemplated by this contract, shall be required or permitted to work thereon more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week except as provided in Section 1815 of the Labor Code of California; all the provisions whereof are deemed to be incorporated herein; and it is further expressly stipulated that for each and every violation of the last named stipulation, the Contractor shall forfeit, as a penalty to MMWD, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this contract, or by any subcontractor under this contract, for each calendar day during which the worker is required to labor more than eight (8) hours and for each calendar week during which the worker is required to work more than forty (40) hours in violation of the provisions of the sections of the Labor Code.

8. Contractor shall absorb in its bid, the patent fees or royalties on any patented article or process which may be furnished or used in the contract. Contractor shall indemnify and hold MMWD, its officers, agents, volunteers, and employees, harmless from any legal action that may be brought for infringement of patents.

9. Should MMWD at any time during the progress of the work request any alterations, deviations, additions or omissions from the contract, specifications or plans, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but will be added to or deducted from the amount of the contract price, as the case may be, by fair and reasonable valuation. The value of any such extra work or change shall be determined in one or more of the following ways:

- A. By estimate and acceptance of a lump sum.
- B. By unit price named in the contract or subsequently agreed upon.
- C. By cost and percentage or, by cost and a fixed fee.

10. Contractor shall obtain insurance acceptable to MMWD in a company or companies either admitted to do business in the State of California with at least an A.M. Best rating of "A" or by non-admitted insurers with at least an A.M. Best rating of "A". The required documentation of such insurance shall be furnished to MMWD at the time he returns the executed contract. Contractor shall not commence work nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

Contractor shall take out and maintain at all times during the life of this contract, up to the date of acceptance of the work by MMWD, the following policies of insurance:

A. Workers Compensation Insurance:

Workers compensation insurance to cover its employees and Contractor shall require all subcontractors similarly to provide workers compensation insurance as required by the California Labor Code for all of the subcontractor's employees. All workers compensation insurance policies shall be endorsed with the following specific language:

"This policy shall not be canceled without first giving thirty (30) days prior notice to MMWD, Attn: Keith Bancroft, by certified mail."

In case any class of employees engaged in hazardous work under this contract is not protected under workers compensation statutes, Contractor shall provide, and shall cause subcontractors to provide, adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy shall contain an endorsement providing that it may not be canceled without first giving thirty (30) days prior notice to MMWD, Attn: Keith Bancroft by certified mail.

B. Public Liability Insurance:

Personal injury and property damage insurance for all activities of Contractor and its subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form including contractors protective coverage, blanket contractual, completed operations, vehicle coverage, and employers non-ownership liability coverage in an amount no less than \$1,000,000 combined single limit personal injury and property damage for each occurrence. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, officials, agents, employees and volunteers (MMWD).

2. The insurance shall be primary concerning the insured shown in the schedule of the attached Additional Insured Endorsement form.
3. The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the MMWD.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Contractor's policy shall be endorsed with "Attachment B - Additional Insured Endorsement" form.

Documentation

The following documentation of insurance shall be submitted to MMWD, Attn: Carrie Pollard.

A. A certificate of insurance for workers compensation insurance for Contractor. A copy of the required policy endorsements given in subparagraph A shall be attached to each such certificate submitted.

B. Certificates of insurance showing the limits of insurance, provided pursuant to subparagraph B, certified copies of all policies, and signed copies of the specified endorsements for each policy.

11. This writing is intended both as the final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the county of Marin.

13. Only MMWD's General Manager may authorize, in writing, extra and/or changed work. Contractor expressly recognizes that MMWD's personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure MMWD's written authorization for extra work shall constitute a waiver of any and all right to adjustment in a contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such work.

Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Contractor without the express and prior written authorization of MMWD's General Manager.

If it appears to Contractor that he will not complete the work in the time agreed, he shall make written application to MMWD at least ten (10) calendar days prior to expiration of the time for completion, stating the reasons why and the amount of extension he believes should be granted. MMWD may then, with discretion, grant or deny such extension.

14. The execution of this contract shall constitute Contractor's authority to proceed immediately with the performance of the contract. Performance shall be completed within 30 calendar days from the Notice to Proceed of the Contract, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God, or by strike, lock-out or similar labor disturbances, the time for Contractor's performance shall be extended by a number of calendar days equal to the number of days the completion has been delayed.

15. Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until he receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this agreement, but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

16. District Harassment Policy - The District is committed to providing a work environment that is free of discrimination and harassment. In keeping with this policy, the District prohibits discrimination or harassment of any kind, including discrimination on the basis of sex, race, color, religion, creed, age, mental or physical disability, medical condition, national origin, ancestry, marital status, veteran status, citizenship status, military service, sexual orientation or any other characteristic protected under federal law, state law or local ordinance. Harassment and/or discrimination of District employees by the Contractor, its employees, agents and/or subcontractors is prohibited.

This Contract specifically incorporates the District's Anti-Harassment and Discrimination Policy. All Contractors, their employees, agents and subcontractors are required to follow the District's Anti-Harassment and Discrimination Policy. Contractors will be provided a copy of the District's policy upon request. Failure to follow the policy shall be cause for termination of the Contract.

17. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail shall be addressed as follows:

MMWD: Marin Municipal Water District
Attn: Keith Bancroft
220 Nellen Avenue
Corte Madera CA 94925-1169

Contractor: Conservation Corps North Bay
Attn: Angel Minor, CEO
11 Pimental Court
Novato, CA 94949

and when so addressed shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

18. Contractor warrants to MMWD that all materials and equipment furnished under this contract will be new unless otherwise specified and that all work will be of good quality free from faults and defects and in conformance with the contract documents. Neither final payment nor use or occupancy of the work performed by Contractor shall constitute an acceptance of work not done in accordance with the contract or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting therefrom which shall appear within the period of one year from the date of final payment by MMWD for the work. MMWD will give notice of observed defects with reasonable promptness.

19. By execution of this contract, Contractor warrants that it has carefully examined the site of the work contemplated and any plans and specifications and contract documents pertaining to the work and has satisfied itself of all local conditions affecting the work and delivery of materials.

20. Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under its control at all times. It is understood and agreed that Contractor may sublet a portion of this work to the subcontractors only who are hereinafter named, and that Contractor will perform all other work unless specifically authorized by MMWD as provided for in California Public Contracts Code Sections 4100 et seq. The subcontractors and the work they will perform are set forth in Contractor's proposal, as follows:

Name of Contractor	Address of Office or Shop	License No.	Class No.	Description of Work to be Performed
None				

21. Whenever in the opinion of MMWD Contractor is neglecting the work or is not prosecuting the same with diligence or is not fulfilling the provisions of the contract and specifications, the work, wholly or in part, may be suspended by written order of MMWD. If Contractor within five calendar (5) days after the date of receipt of such a written order does not agree to provide the required remedies for such deficiencies, MMWD may declare this contract terminated and itself proceed to complete the work herein specified or engage others to do the same. The cost of such work and necessary materials shall be charged against Contractor and be deducted from next or subsequent estimate payment for same. If payments to Contractor are not sufficient to cover the charges, the balance may be recovered from Contractor or his sureties. If MMWD declares the contract terminated pursuant to this paragraph and the amount of any such charges is less than the amount which would have been due to Contractor upon completion of the work by him, the difference shall be paid him by MMWD; should the amount of the charges exceed the latter, the difference shall be paid by Contractor to MMWD.

22. In the event MMWD declares this contract terminated pursuant to paragraph 25, Contractor shall discontinue work and MMWD reserves the further right to take possession of and use any materials or equipment of any nature whatsoever belonging to or used by Contractor on the work. All expenses charged under this paragraph shall be deducted and paid by MMWD out of any monies due Contractor under the contract, and in such accounting MMWD shall not be held to obtain the lowest figure for completing the contract but all sums actually paid therefore shall be charged to Contractor.

23. Dispute Resolution - The following provision shall apply to all claims not subject to Public Contracts Code Sections 20104 et seq.:

A. Mediation

Any dispute or claim in law or equity between District and Contractor 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. 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 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 arbitrations 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.

B. Arbitration

At the sole election of the District, any dispute or claim in law or equity between District and Contractor 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. 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.

24. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

25. Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during the performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal, state, county and local laws, ordinances and codes and to the rules and regulations established by the California Division of Industrial Safety and to other rules of law applicable to the work.

The duty of MMWD is to conduct the construction review of Contractor's performance and the undertaking of inspection by MMWD or the giving of instructions as authorized herein is not intended to include review of the adequacy of Contractor's safety measures in, on, or near the construction site and shall not be construed as supervision of the actual construction nor make MMWD responsible for providing a safe place for the performance of work by Contractor, subcontractors, or suppliers; or for access, visits, use, work, travel or occupancy by any person.

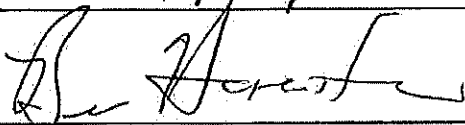
26. In the event Contractor encounters on the site materials it reasonably believes to be asbestos or hazardous substances and they have not been rendered harmless, Contractor may continue work in unaffected areas reasonably believed safe but shall immediately cease work on the area affected and report the condition to MMWD in writing.

27. Merger - This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856, and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

28. Severability - Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not effect the validity of the remainder of the agreement.

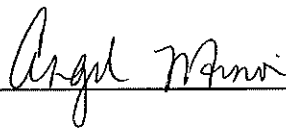
MMWD

Dated: 6/10/2021

By: 
Bennett Horenstein, General Manager

CONTRACTOR

Dated: 6/10/21

By: 
Angel Minor, Chief Executive Officer

Attachment A - Marin Water Turf Conversion

Partner Information

Agency	<u>Marin Water</u>
Address	<u>220 Nellen Ave.</u>
City, State, ZIP	<u>Corte Madera, CA 94925</u>
Invoice Contact:	<u>Carrie Pollard</u>
Phone	<u>415.945.1522</u>
Email	<u>capollard@marinwater.org</u>
Cc:	<u></u>

Contractor Information

Company	<u>Conservation Corps North Bay</u>
Contractors License #	<u>690064</u>
Address	<u>11 Pimentel Court</u>
City, State ZIP	<u>Novato, CA 94949</u>
Primary Contact	<u>Megan Meder</u>
Phone	<u>707-974-0076</u>
Email	<u>mmeder@ccnorthbay.org</u>

Scope of Work

Conservation Corps North Bay's mission is to develop youth and conserve natural resources for a resilient, sustainable, and equitable community. Founded in 1982 as the first nonprofit locally based conservation corps in the nation, CCNB has helped nearly 12,000 young people break the cycle of poverty while providing meaningful service to the environment and community members in Sonoma and Marin Counties. CCNB is a 501(c)(3) nonprofit organization, one of 14 state-certified local conservation corps that provide job skills training and educational opportunities to young adults ages 18-30.

To support Marin County communities in responding to drought conditions and mandatory water use restrictions, CCNB will partner with Marin Water to implement a turf conversion and training program during the summer of 2021. Free turf removal and sheet mulching will be provided to selected Marin County residents and businesses. In addition to providing turf conversion services, participating Corpsmembers from CCNB will receive training in water conservation, sheet mulching, soils, and drought-tolerant plants to prepare them for careers in the ecological landscaping industry.

Under this scope of work, CCNB will hold responsibility for the following services:

- Partnering with local experts in turf conversion to provide training to Corpsmembers and the Crew Supervisor.
- Utilizing information collected and shared by Marin Water staff to schedule crew activities for participating residents and businesses
- Coordinating procurement and delivery of materials. Cardboard, compost, and mulch will be sourced from West Marin Compost, and spray-to-drip irrigation system conversion supplies will be sourced from The Urban Farmer Store.
- Providing a supervised crew of 5 Corpsmembers for beveling, sheet mulching and modifying the irrigation to the project area.
- Providing quality control for all crew activities.
- Coordinating with Marin Water and any other partnering organizations to provide Qualified Water Efficient Landsacper training to a cohort of 5 Corpsmembers.
- Creating an end-of-program report including the names, addresses, and contact information for participating residents and businesses, square footage sheet mulched at each site, estimated water savings, and "Before & After" photos.

Scope of Work (Continued)

Marin Water will provide the following program components:

- Advertising the program to residential and business customers
- Creating and managing a registration system for interested customers
- Screening registrants for eligibility
- Measuring turf conversion sites to determine quantities of cardboard, compost, mulch, and spray-to-drip irrigation system conversion supplies required for each site; and sharing this information with designated CCNB staff.
- Create a Hold Harmless agreement covering both CCNB and Marin Water for customer's signature

Cost Proposal

We, Conservation Corps North Bay, propose the above scope of work to be completed for an amount not to exceed \$99,511.36.

Invoice Terms

Invoices will be sent monthly, based on the following labor and materials rates: The hourly labor rate for 2021 is \$40.90 per Corpsmember hour, \$74.78 per Supervisor hour, and \$90.00 per Coordinator hour. Billing includes travel time to and from the CCNB Center. Equipment charges will only be incurred after receiving approval from Marin Water staff, and are as follows: Dump truck, flatbed, or box truck \$300/day; Extra vehicle \$150/day; Chipper \$350/day. Disposal costs and materials are billed at cost plus 10% handling.

Rates are subject to annual increases per CA State Minimum Wage Law requirements and cost of living adjustments.

Labor and services will be provided until total costs equal contract total or the scope of the work is completed, whichever comes first. Actual daily costs may vary due to attendance. This proposal is valid for two months.

Cost Breakdown

List of Materials and Costs

Qty.	Description	Cost Per	Total
2	Supervisor Training Days (2 Supervisors)	\$1,196.48	\$2,392.96
2	Crew Training Days (1 Supervisor and 5 Corpsmembers)	\$2,234.24	\$4,468.48
	Training Provider		\$8,480.00
4	QWEL Training Days (1 Supervisor and 5 Corpsmembers)	\$2,234.24	\$8,936.96
29	Turf Conversion Days (1 Supervisor and 5 Corpsmembers)	\$2,234.24	\$64,792.96
29	Project and Site Coordination (1 Natural Resources Coordinator)	\$360.00	\$10,440.00
	Total		\$99,511.36

Approval Item

TITLE

High Efficiency Toilet Rebate Program

RECOMMENDATION

Approve Reinstatement of the High Efficiency Toilet Rebate Program.

SUMMARY

Based on interest expressed at previous Board meetings, staff is proposing to reinstate the High Efficiency Toilet Rebate Program to assist customers with reducing indoor water use. Specific eligibility requirements will be established for both the fixture replaced and the fixture installed.

DISCUSSION

On February 27, 2020, the High Efficiency Toilet Rebate Program was discontinued due to low participation levels and the fact that the State standards mirrored the rebate criteria. As drought conditions continue, there is an interest in reestablishing a toilet rebate program. Staff proposes adopting a High Efficiency Toilet Rebate for 'MaP PREMIUM' rated fixtures. 'MaP PREMIUM' is a 3rd party verified, industry criteria which ensures the following: an effective flush volume or 1.1gallons per flush (gpf) or less, the fixture is EPA WaterSense certified, and the fixture meets effective flush standards.


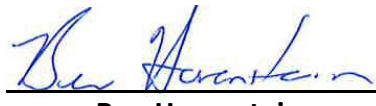
The \$150 rebate would be available for residential customers and other installations where sufficient volumes of supplemental flows of water are introduced into the building's wastewater pipeline system near the toilet fixture (clothes washers, showers, dishwashers, process water, food service operations, sinks, etc.). The rebate would apply to the replacement of fixtures using 3.5 gpf or greater.

FISCAL IMPACT

The estimated expenditure for reinstating the toilet rebate program during the current fiscal year is \$45,000. Funding of \$45,000 is allocated in the current year budget Water Conservation Fund. Additional funding may be needed based on participation levels.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

Approval Item

TITLE

Regional Collaboration between MMWD and Local Jurisdictions for Land Use Planning and Compliance with the State's Model Water Efficient Landscape Ordinance (MWELo)

RECOMMENDATION

Approval of the Memorandum of Understanding (MOU) Between Marin Municipal Water District and Local Land Use, Development, Planning and Permitting Jurisdictions Regarding Collaboration and Enforcement of Regional Conservation Programs.

SUMMARY

An MOU has been negotiated with the local land use planning agencies to increase the collaboration and clearly define the Landscape Plan Review process for compliance with the State Water Efficient Landscape Ordinance. To date, eight (8) of the 11 local jurisdictions have signed the MOU. The three who have not signed include the County of Marin, Town of Tiburon and City of Larkspur.

DISCUSSION

On August 21, 2020, staff presented an update on developing a Memorandum of Understanding with the local land use planning, development and permitting jurisdictions. The goal of the MOU is to provide consistent, regional collaboration and to clarify roles and responsibilities for implementing the California Department of Water Resources State's Model Water Efficient Landscape Ordinance.

In 2015, Executive Order (EO B-29-15) directed the California Department of Water Resources to update the State's Model Water Efficient Landscape Ordinance, a 1993 landscape ordinance that is now a building code related to landscape design and installation. The Model Water Efficient Landscape Ordinance (MWELo) is a state regulation designed to prevent water from being wasted on irrigated landscapes. The law is important because about half of the water directed to urban areas is used on irrigated landscapes. The MWELo was enacted in 1993 from the 1990 Water Conservation and Landscaping Act and was updated in 2015 at the height of the last drought. The law directs Land Use Authorities (cities and counties) to ensure MWELo compliance on new development projects with landscaped areas of 500 square feet or more and rehabilitated landscape projects of 2,500 square feet or more. This applies to residential, commercial, industrial and institutional projects that require a permit, plan check, or design review. Land Use Authorities are responsible for enforcing the ordinance and reporting annually to the State.

The local land use planning, development and permitting jurisdictions in the District's service area include City of Belvedere, Town of Corte Madera, Town of Fairfax, City of Larkspur, City of Mill Valley, Town of Ross, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and the County of Marin.

The State requires all land use planning jurisdictions to adopt, implement, and enforce the MWELO or a more stringent ordinance. The District updated its local Water Efficient Landscaping Ordinance in 2015 and imposed slightly more restrictive measures than the State's MWELO, requiring graywater systems where practicable, installation of efficient indoor fixtures and a lower threshold for rehabilitated landscapes from 2,500 square feet to 1,000 square feet. Each of these District requirements requires coordination with local land use, planning, development and permitting jurisdictions during the permitting process, and local jurisdictions rely on the District's ordinance to achieve MWELO compliance.

The State provides an option for planning jurisdictions to coordinate with water utilities for compliance with MWELO. Since the District conducts landscape design reviews for compliance with District ordinances, the District has assisted some, but not all local jurisdictions with data needed for annual MWELO reporting.

Historically, there have been different levels of coordination with local jurisdictions. Staff has collaborated with local land use planning authorities over the last year to develop an agreement which includes such items as timelines for plan review, authorization to submit annual reports via the State's reporting database, requirements that local jurisdictions direct planning applicants to the District, and commitment from local jurisdictions to conduct final inspection and submit documentation of project completion/approval.



Staff believes the benefit of a written multi-agency MOU is consistency, compliance, support, and successful implementation of water conservation initiatives. A total of eight land use planning agencies have signed the MOU.

FISCAL IMPACT

None

ATTACHMENT(S)

- 1) Memorandum of Understanding (MOU) Between Marin Municipal Water District and Local Land Use, Development, Planning and Permitting Jurisdictions Regarding Collaboration and Enforcement of Regional Conservation Programs

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Rezman Director of Engineering	 Ben Horenstein General Manager

Memorandum of Understanding (MOU)
Between Marin Municipal Water District and Local Land Use, Development,
Planning and Permitting Jurisdictions Regarding Collaboration and
Enforcement of Regional Conservation Programs

WHEREAS, water conservation is an important regional initiative to ensure adequate water supply for current and future generations in Marin County;

WHEREAS, the State of California ("State") continues to issue water conservation requirements, including that new development and retrofitted landscapes comply with water efficiency standards governed by the Model Water Efficient Landscape Ordinance ("MWELo");

WHEREAS, Marin Municipal Water District ("District") has codes and ordinances whose effectiveness benefits from coordination with local land use, planning, development and permitting jurisdictions;

WHEREAS, water use efficiency is an important component of the District's water supply strategy and therefore the District has an interest in assuring full compliance with MWELo;

WHEREAS, local land use planning, development and permitting jurisdictions within the District service area include City of Belvedere, Town of Corte Madera, Town of Fairfax, City of Larkspur, City of Mill Valley, Town of Ross, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and the County of Marin ("Jurisdictions");

WHEREAS, These Jurisdictions all receive and process applications for land use permits that are potentially subject to MWELo ("Applications");

WHEREAS, the State requires all Jurisdictions to adopt, implement, and enforce the MWELo or a more stringent ordinance;

WHEREAS, District has the expertise to assist Jurisdictions in complying with water conservation regulations and requirements as Jurisdictions process Applications, including inspections to ensure the implementation of MWELo;

WHEREAS, State water conservation laws require Jurisdictions to annually report to the State regarding implementation and enforcement of the MWELo or a more stringent ordinance; and

WHEREAS, Jurisdictions and District agree this MOU shall govern the regional collaboration for complying with State and local water conservation requirements.

NOW THEREFORE, in order to ensure coordination and compliance with water conservation legislation and District codes, Jurisdictions and District mutually agree to the following:

I. ROLES AND RESPONSIBILITIES

A. District will:

- i. Conduct Backflow Protection, Graywater Compliance and Landscape Plan Review within 10-15 business days of submittal by the person or persons seeking the Applications ("Applicant").
 - a) District will provide an approval (or exemption) letter to the Applicant for Backflow Protection, Graywater Compliance and Landscape Plan Review. Sample letters of approval and exemption are attached hereto as Exhibit B, and incorporated herein by this reference.
 - b) District will conduct all inspections described in Section I (A)(i) above to gather information required for MWELo reporting.
 - c) District will inform Jurisdictions of all current District Codes applicable to MWELo reporting and compliance and will notify Jurisdictions of any future District Code revisions or

amendments, which would impact MWELo reporting and/or water conservation legislative compliance.

- d) All Jurisdictions shall bear sole responsibility for reporting 2020 information by January 31, 2021 as required by Title 23, Section 495 of the California Code of Regulations. Thereafter, District will annually file, on behalf of the Jurisdictions, MWELo reporting as required pursuant to Title 23, Section 495 of the California Code of Regulations utilizing the Department of Water Resources reporting database, based on the information collected through inspections referred to the District, or as otherwise provided by the jurisdictions. However, the District shall have no obligation to report 2025 MWELo data to the State for the January 31, 2026 compliance date, unless the Jurisdiction and the District extend the term of this MOU in writing pursuant to Section V of this MOU obligating the District to complete this report. Notwithstanding the above, the District will not be responsible for gaps in reporting due to lack of information provided by the jurisdictions.

B. Jurisdictions will:

- i. Inform Applicant of District requirements at project initiation in Jurisdictions' Planning and Building Departments and refer Applicant's project to District for review. Current District requirements are attached hereto as Exhibit A and incorporated herein by this reference.
- ii. Incorporate District requirements into the Planning Application Checklist and/or Building Application Checklist.
- iii. Maintain compliance with all applicable MWELo requirements, including referring all applicable projects to the District and providing District all requested information needed for proper MWELo reporting, but excluding the submission of the required annual MWELo reporting described in Section 1(A)(i)(d) above which is being performed by the District.
- iv. Prior to final inspection of a project, the Jurisdiction shall require evidence from the Applicant that the project has received approval (or is exempt from review) for Landscape Plan Review, Backflow Protection and Graywater Compliance from the District. Sample letters of approval and exemption are attached hereto as Exhibit B and incorporated herein by this reference.

II. COSTS

Each party to this MOU shall be solely responsible for the costs to complete its share of the work described in Section I, above, entitled "Roles and Responsibilities."

III. HOLD HARMLESS AND LIABILITY

The Jurisdictions and the District each agree to hold harmless, indemnify, and defend the other from and against any and all liability claims, costs, penalties, causes of action, demands, and losses of any nature whatsoever, including reasonable attorneys' fees, arising from the performance of this MOU, including but not limited to personal injury and injury to property, or any violation of any law or ordinance, or other harm caused by any negligent act, error or omission, or willful acts or omissions of the indemnifying party or its officers, employees, subcontractors, or agents acting pursuant to this MOU. This indemnification shall survive termination or expiration of this MOU.

IV. DISPUTE RESOLUTION

Any dispute or claim in law or equity between the District and the Jurisdictions 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 arbitrations 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.

V. TERM & TERMINATION

This MOU shall terminate on December 31, 2025, unless extended by written agreement of the parties before that date. Any party may terminate participation in this MOU at any time by providing 30-days prior written notice. Upon termination, any obligations hereunder shall terminate, except as otherwise expressly herein provided.

VI. NOTIFICATION

The following personal shall be the primary contact for the identified party to this MOU:

Marin Water

Carrie Pollard
capollard@marinwater.org
415-945-1522

Town of Ross

Patrick Streeter
pstreeter@townofross.org
(415) 453-1453

Town of Corte Madera

Martha Battaglia
mbattaglia@tcmmail.org
415-927-5791

Town of Fairfax

Ben Berto
bberto@townoffairfax.org
415-458-2346

City of Larkspur

Neal Toft
ntoft@cityoflarkspur.org
(415) 927-6713

City of Mill Valley

Steven Ross
sross@cityofmillvalley.org
415-388-4033

City of Belvedere

Rebecca Markwick
rmarkwick@cityofbelvedere.org
415-435-8931

Town of San Anselmo

Erica Freeman
efreeman@townofsananselmo.org
(415) 258-4604

City of San Rafael

Alicia Giudice
alicia.giudice@cityofsanrafael.org
(415)485-3092

City of Sausalito

Kevin McGowan
kmcgowan@sausalito.gov
415-289-4176

Town of Tiburon

Dina Tasini
dtasini@townoftiburon.org
415-435-7393

County of Marin

Jeremy Tejirian
jtejirian@marincounty.org
415-473-3798

VII. COUNTERPART SIGNATURES

This MOU may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all of the Jurisdictions to the aggregate counterparts had signed the same instrument.

VIII. ASSIGNMENT

Neither the District nor the Jurisdictions may assign any portion of this MOU without the prior written authorization of the District General Manager.

IX. VENUE

This MOU and all matters relating to it shall be governed by the laws of the State of California. Any legal action brought related to this MOU shall be brought exclusively in the County of Marin.

X. SECTION HEADINGS

The section headings contained in this MOU are for convenience and identification only and shall not be deemed to limit or define the contents of the section to which they relate.

XI. NO PRESUMPTION REGARDING DRAFTER

The Parties acknowledge and agree that the terms and provisions of this MOU have been negotiated and discussed between the parties and their attorneys, and this MOU 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 MOU, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this MOU.

XII. MODIFICATION

This MOU shall not be modified except by prior written agreement of the Parties.

XIII. EFFECTIVE DATE

The effective date of this MOU shall be the date that each Jurisdiction and the District has signed this MOU.

XIV. SEVERABILITY

If any term, condition or covenant of this MOU, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this MOU, or the application of such term, condition or covenant to persons or circumstances other than those as to whom which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

XV. AUTHORITY

Each individual signing this MOU represents and warrants that they are duly authorized and has legal capacity to execute and deliver this MOU, and that the MOU is a valid and legal agreement binding on each party and enforceable in accordance with its terms.

MARIN MUNICIPAL WATER DISTRICT

Dated: _____ By _____
Bennett Horenstein, General Manager

CITY OF BELVEDERE

Dated: _____ By _____
Irene Borba, Director of Planning and Building

This MOU and all matters relating to it shall be governed by the laws of the State of California. Any legal action brought related to this MOU shall be brought exclusively in the County of Marin.

X. SECTION HEADINGS

The section headings contained in this MOU are for convenience and identification only and shall not be deemed to limit or define the contents of the section to which they relate.

XI. NO PRESUMPTION REGARDING DRAFTER

The Parties acknowledge and agree that the terms and provisions of this MOU have been negotiated and discussed between the parties and their attorneys, and this MOU 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 MOU, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this MOU.

XII. MODIFICATION

This MOU shall not be modified except by prior written agreement of the Parties.

XIII. EFFECTIVE DATE

The effective date of this MOU shall be the date that each Jurisdiction and the District has signed this MOU.

XIV. SEVERABILITY

If any term, condition or covenant of this MOU, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this MOU, or the application of such term, condition or covenant to persons or circumstances other than those as to whom which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

XV. AUTHORITY

Each individual signing this MOU represents and warrants that they are duly authorized and has legal capacity to execute and deliver this MOU, and that the MOU is a valid and legal agreement binding on each party and enforceable in accordance with its terms.

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By _____
Bennett Horenstein, General Manager

CITY OF BELVEDERE

Dated: 4/1/2021

By Irene Borba
Irene Borba, Director of Planning and Building

TOWN OF CORTE MADERA

Dated: 3/22/2021

By 
Todd Cusimano, Town Manager

TOWN OF FAIRFAX

Dated: _____

By _____
Garrett Toy, Town Manager

CITY OF LARKSPUR

Dated: _____

By _____
Dan Schwarz, City Manager

CITY OF MILL VALLEY

Dated: _____

By _____
Alan Piombo, City Manager

TOWN OF ROSS

Dated: 6.23.2021

By 
Patrick Streeter, Planning & Building Director


TOWN OF SAN ANSELMO

Dated: _____

By _____
David Donery, Town Manager

TOWN OF CORTE MADERA

Dated: 3/22/2021

By 
Todd Cusimano, Town Manager

TOWN OF FAIRFAX

Dated: 6/8/21

By 
Garrett Toy, Town Manager

CITY OF LARKSPUR

Dated: _____

By _____
Dan Schwarz, City Manager

CITY OF MILL VALLEY

Dated: _____

By _____
Alan Piombo, City Manager

TOWN OF ROSS

Dated: _____

By _____
Patrick Streeter, Planning & Building Director

TOWN OF SAN ANSELMO

Dated: _____

By _____
David Donery, Town Manager

TOWN OF CORTE MADERA

Dated: _____

By _____
Todd Cusimano, Town Manager

TOWN OF FAIRFAX

Dated: _____

By _____
Garrett Toy, Town Manager

CITY OF LARKSPUR

Dated: _____

By _____
Dan Schwarz, City Manager

CITY OF MILL VALLEY

Dated: _____

By _____
Alan Piombo, City Manager

TOWN OF ROSS

Dated: _____

By _____
Patrick Streeter, Planning & Building Director

TOWN OF SAN ANSELMO

Dated: 3/25/21

By  _____
David Donery, Town Manager

TOWN OF CORTE MADERA

Dated: 3/22/2021

By 
Todd Cusimano, Town Manager

TOWN OF FAIRFAX

Dated: _____

By _____
Garrett Toy, Town Manager

CITY OF LARKSPUR

Dated: _____

By _____
Dan Schwarz, City Manager

CITY OF MILL VALLEY

Dated: 06-28-2021

By 
Alan Piombo, City Manager

TOWN OF ROSS

Dated: _____

By _____
Patrick Streeter, Planning & Building Director

TOWN OF SAN ANSELMO

Dated: _____

By _____
David Donery, Town Manager

CITY OF SAN RAFAEL

Dated: _____ By _____
Jim Schutz, City Manager

CITY OF SAUSALITO

Dated: _____ By _____
Adam Politzer, City Manager

TOWN OF TIBURON

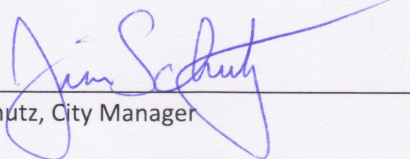
Dated: _____ By _____
Greg Chanis, Town Manager

COUNTY OF MARIN

Dated: _____ By _____
Matthew H. Hymel, County Administrator

CITY OF SAN RAFAEL

Dated: March 9, 2021

By 
Jim Schutz, City Manager

CITY OF SAUSALITO

Dated: _____

By _____
Adam Politzer, City Manager

TOWN OF TIBURON

Dated: _____

By _____
Greg Chanis, Town Manager

COUNTY OF MARIN

Dated: _____

By _____
Matthew H. Hymel, County Administrator

CITY OF SAN RAFAEL

Dated: _____ By _____
Jim Schutz, City Manager

CITY OF SAUSALITO

Dated: 6/24/2021 _____ By _____
Chris Zapata, City Manager

TOWN OF TIBURON

Dated: _____ By _____
Greg Chanis, Town Manager

COUNTY OF MARIN

Dated: _____ By _____
Matthew H. Hymel, County Administrator

Exhibit A: District Codes

The following are the District's Applicable Codes:

Water Efficient Landscaping (District Code: 13.02.021(5))

Landscape Plan Review is required in the following instances:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review.
2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 1,000 square feet requiring a building or landscape permit, plan check, or design review.
3. Any project with an aggregate landscape area of less than 1,000 square feet requiring a building or landscape permit, plan check, or design review shall comply with the performance requirements of the MMWD ordinance or conform to the prescriptive measures.

Backflow Prevention (District Code: 11.14.010)

Backflow inspection is required in the following instances:

All sites that contain an auxiliary water source.

Graywater (Ordinance 429)

Graywater is required in the following instances:

All projects that require installation of new water service and existing structures undergoing “substantial remodel” that necessitates an enlarged water service.

Interior Plumbing Fixtures (District Code: 13.02.021(3))

All plumbing installed, replaced or moved in any new or existing service shall be high-efficiency fixtures and shall meet the following minimum requirements:

1. *High-Efficiency Clothes Washers*: Residential or commercial clothes washers that meet the current highest water efficiency standards as defined by the District. The General Manager shall have authority to grant a variance from the requirements of this section based upon financial hardship.
2. *High-Efficiency Lavatory Faucet*: The maximum flow rate shall not exceed 1.0 gallons per minute (gpm) at a pressure of 60 pounds per square inch (psi) at the inlet, when water is flowing.
3. *High-Efficiency Shower Head*: The manufacturer shall specify a maximum flow rate equal to or less than 2.0 gallons per minute (gpm), at a pressure of 60 pounds per square inch (psi) at the inlet, when water is flowing.
4. *High-Efficiency Toilet*: Any WaterSense listed toilet rated at an effective flush volume of no greater than 1.28 gallons.
5. *High-Efficiency Urinal*: The average water consumption shall not exceed 0.25 gallons per flush (gpf).

Non-Residential Interior Plumbing Fixtures (District Code: 13.02.021(4))

All plumbing installed, moved or replaced in any new or existing service shall be high efficiency fixtures and shall meet the following minimum requirements:

A. Lavatory faucets, other than public lavatory or metering faucets, shall deliver 1.0 gallons, or less of water per minute.

1. *Metered Faucets*. Self-closing or self-closing metering faucets shall be installed on lavatories intended to serve the transient public, such as those in, but not limited to, service stations, train stations, airports, restaurants, and convention halls. Metered faucets shall deliver no more than 0.25 gallons of water per use. Self-closing faucets shall deliver no more than 0.5 gallon per minute.

2. *Public lavatory (other than metering) faucets* shall deliver 0.5 gallons, or less, of water per minute.
3. *Kitchen, bar and utility/service (other than hand-washing sinks) faucets* shall by default deliver 1.8 gallons per minute or less, and may be constructed to allow a temporary flow of 2.2 gallons, or less, of water per minute.

Exhibit B: Sample Letters



Date

Name

Company

Address

City, State, Zip

Re: Project Name, City

Project #: <>; APN: <>; Service #: <>

WATER CONSERVATION ORDINANCE 430

Landscape Prescriptive Compliance Option Letter

Dear Name:

The landscape details submitted to the District for review have passed. It is the landscape architect's or the owner's agent's responsibility to ensure that the installation complies with the Prescriptive Compliance Method Checklist.

Upon completion of the project the landscape architect or agent must submit the required Certificate of Completion form and irrigation audit results to the Water Conservation Department. A final inspection will then be scheduled to verify field compliance with the ordinance.

If you have questions, please call me at (415) 945-XXXX.

<Signature>

<Name>

<Title>

Cc: Ana Arena, MMWD
Joseph Eischens, MMWD
Nole Studley, MMWD

Water Use for SV-XXXXXX: N/A
Maximum Flow Rate: N/A

MarinWater.org

220 Nellen Avenue, Corte Madera, CA 94925

415.945.1455



Date

Name

Company

Address

City, State, Zip

Re: Project Name, City

Project #: <>; APN: <>; Service #: <>

In Attendance: <Give names and company of persons attending including self>

WATER CONSERVATION ORDINANCE 430

Landscape Inspection Compliance Letter

Dear Name:

On date, a site inspection was performed. The project is in compliance with the landscape portion of Ordinance 430 and the water entitlement/baseline has been established for the project.

The District thanks you for your cooperation in our effort to conserve water.

Sincerely,

<Signature>

<Name>

<Title>

<Phone Number>

MarinWater.org

220 Nellen Avenue, Corte Madera, CA 94925

415.945.1455



Date

Name

Company

Address

City, State, Zip

Re: Project Name, City

Project #: <>; APN: <>; Service #: <>

WATER CONSERVATION ORDINANCE 430

Landscape Project Exemption Letter

Dear Name:

This project does not need to be in compliance with the landscape portion of Water Conservation Ordinance 430 because *no irrigation system will be installed*.

Please contact the following individuals if you have further questions:

Regarding meters and water service: Ana Arena (415-945-1531)

Regarding backflow prevention devices and recycled water: Nole Studley (415-945-1558)

If you have questions, please call me at <(XXX) XXX-XXXX>.

<Signature>

<Name>

<Title>

Cc: Ana Arena, MMWD
Joseph Eischens, MMWD
Nole Studley, MMWD

Water Use for SV-XXXXX: Exempt

Maximum Flow Rate: Exempt

Approval Item

TITLE

Approval to fill Communications and Public Affairs Manager position

RECOMMENDATION

Authorize the General Manager to recruit and hire one Communications and Public Affairs Manager.

SUMMARY

The Communications and Public Affairs Manager position is necessary for the effective dissemination and management of public information by the District and the District's ability to effectively manage, coordinate and respond to matters of public concern. The current manager is leaving the position, making it necessary to recruit a replacement. The incumbent will lead the development of overall communication plans and the direction of the District's public information activities.


During this time of historic drought and high community engagement (drought response and other District initiatives), filling this position is integral to the District's efforts to continue to provide accurate and timely information and responses to our stakeholders and to the media. The Communications and Public Affairs Manager will act as the District's primary media spokesperson.

FISCAL IMPACT

The total annual salary with benefits for the Communications and Public Affairs Manager position ranges from \$206,419 to \$261,814. This position is included in the FYE 2022 and 2023 budget. Filling this position will not increase the total number of FTEs in the Operations Division.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Manager		 Ben Horenstein General Manager

Approval Item

TITLE

Approval to Fill Construction Inspector I/II Position in the Engineering Division

RECOMMENDATION

Authorize the General Manager to recruit and hire one Construction Inspector I/II in the Engineering Division.

SUMMARY

There is a vacancy in the position of Utility Worker within the Operations Division due to an internal promotion. Staff is proposing to convert the vacant Utility Worker position into a Construction Inspector I/II position, transfer the position to the Engineering Division; and that the Board authorize the General Manager to recruit and hire the Construction Inspector I/II position and any other subsequent positions that may become vacant as a direct result of this recruitment without an increase in FTEs.

DISCUSSION

The District has experienced a significant increase in the extent of asphalt and concrete restoration work over the past several years as local jurisdictions update their encroachment permit conditions and permit processes. System Maintenance staff have been spending well over a full time equivalent managing asphalt and concrete restoration work following pipeline repairs with costs of those services, totaling \$1.35M in FY 21. Staff is proposing to transfer the oversight of asphalt and concrete work to the District's Engineering Construction group, thereby allowing System Maintenance staff and Supervisors to fully concentrate on the identification of leaks and management of field crews actively making repairs.

This position will assist in coordinating with local jurisdictions on the required extent of paving, performing pre and post site inspections, ensuring compliance with permit requirements, and performing contract administration and close-out of service requests and invoices. The Engineering Division will also take on the responsibility of managing and re-bidding the District's asphalt and concrete restoration contract as needed.

Staff is proposing to re-classify a vacant Utility Worker position to a Construction Inspector I/II position and transfer management of the asphalt and concrete restoration contract from Operations Division to the Engineering Division; and that the Board authorize the General Manager to recruit and hire for this position and any other subsequent positions that may become vacant as a direct result of this recruitment without an increase in FTEs.


FISCAL IMPACT

Salary and benefits for the Construction Inspector II are available within the regular full time employee budget for the District. The total annual salary with benefits for a Construction Inspector I/II position ranges from \$118,159 to a maximum of \$165,791.

Filling this position will not increase the total number of FTE within the District.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

Approval Item

TITLE

Approval to fill Distribution System Operator position

RECOMMENDATION

Authorize the General Manager to recruit and hire one Distribution System Operator in the Operations Division.

SUMMARY

A Distribution System Operator position in the Operations Division will become vacant upon the retirement of the incumbent, who has served the district for over 18 years. The Distribution System Operators are responsible for 24 X 7 operation and monitoring of the distribution and transmission systems, using the District's Supervisory Control and Data Acquisition System (SCADA) to analyze and correct system problems. The Distribution System Operators receive consumer calls on the District's emergency line, perform radio and telephone dispatch for District personnel, and perform pump and tank inspections at water distribution facilities. In addition, this position responds to report-a-leak emails, generates work orders and sends them to appropriate departments for follow up.

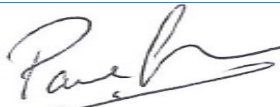

In summary, staff requests the Board authorize the general manager to recruit and fill the vacant Distribution System Operator position. Staff further requests the Board authorize the General Manager to recruit and fill any other subsequent positions that may become vacant as a direct result of this recruitment.

FISCAL IMPACT

The total annual salary with benefits for the Distribution System Operator position ranges from \$117,944 to \$141,406. This position is included in the Operations Division FYE 2022 and 2023 budget. Filling this position will not increase the total number of FTEs in the Operations Division.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Operations	 Paul Sellier Director of Operations	 Ben Horenstein General Manager

Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule and Agenda Items

SUMMARY

Review of the upcoming Board of Directors and Committee meetings.

DISCUSSION

Below are the upcoming meetings of the Board of Directors and/or Committees:

- Friday, August 20, 2021
Communications & Water Efficiency Committee/Board of Directors (Communications & Water Efficiency) Special Meeting
9:30 a.m.
- Thursday, August 26, 2021
Finance & Administration Committee/Board of Directors (Finance & Administration) Meeting
9:30 a.m.
- Monday, August 30, 2021
Operations Committee/Board of Directors (Operations) Special Meeting
9:30 a.m.
- Friday, October 22 or Friday October 29, 2021
Operations Committee/Board of Directors (Operations) Special Meeting
9:30 a.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None