



Posting Date: 10-15-2021

## NOTICE OF REGULAR BI-MONTHLY MEETING BOARD OF DIRECTORS

**MEETING DATE:** 10-19-2021

**TIME:** 7:30 p.m.

**LOCATION:** This meeting will be held virtually, pursuant to Assembly Bill (AB) 361.

To participate online, go to <https://us06web.zoom.us/j/87823151194>. You can also participate by phone by calling **1-669-900-6833** and entering the **webinar ID#: 878 2315 1194**.

**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](mailto: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. 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 7:30 p.m.	
Adoption of Agenda	<i>Approve</i>
<b>Public Comment - Items Not on the Agenda</b>	
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.	
<b>Directors’ and General Manager’s Announcements</b> (7:40 p.m. – Time Approximate)	

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

**AGENDA ITEMS****RECOMMENDATIONS****Consent Calendar (7:45 p.m. – Time Approximate)**

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.

1. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of October 5, 2021	<i>Approve</i>
2. General Manager's Report September 2021	<i>Approve</i>
3. A Resolution Authorizing Award of Contract No. 1937, Southern Marin Pipeline Replacement Project, to Piazza Construction at the Bid Amount of \$250,495.50; and Authorization for the General Manager to Execute Easements with the City of Belvedere and Town of Tiburon	<i>Approve</i>
<b>Regular Calendar (7:50 p.m. – Time Approximate)</b>	
4. Drought Update (Approximate time 20 minutes)	<i>Approve</i>
5. Resolution Approving the Emergency Intertie Project, and Authorizing the General Manager to Execute an Agreement with Contra Costa Water District and Carry out the Pre-Purchasing of Materials for Project Construction (Approximate time 45 minutes)	<i>Approve</i>
6. Authorizing the General Manager to Engage Loop Capital Markets ("Loop") as Lead Bond Underwriter and Stifel, Nicolaus & Company, Incorporated ("Stifel") as Co-Underwriter for Issuance of MMWD, Series 2021 Bond Issue (Approximate time 5 minutes)	<i>Approve</i>
<b>Public Hearing (9:00 p.m. – Time Approximate)</b>	
7. Adoption of Ordinance 455 Calling for Additional Mandatory Water Conservation Measures for Irrigation and Swimming Pools (Approximate time 20 minutes)	<i>Approve</i>
<b>Regular Calendar (9:20 p.m. – Time Approximate)</b>	
8. Authorizing the General Manager to Execute a Professional Services Agreement with Quintel-MC, Inc. in an Amount Not-to-Exceed \$200,000 (Approximate time 10 minutes)	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
9. Streamlining Board of Directors' Regularly Scheduled Bi-Monthly Meetings (Approximate time 10 minutes)	<i>Information</i>
10. Request to Fill Senior Communications Specialist Position (Approximate time 5 minutes)	<i>Approve</i>
11. Future Meeting Schedule and Agenda Items (Approximate time 5 minutes)	<i>Information</i>
<b>Adjournment</b> (9:50 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 an individual with a disability 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 AGENDAS ARE AVAILABLE FOR REVIEW AT THE CIVIC CENTER LIBRARY, CORTE MADERA LIBRARY, FAIRFAX LIBRARY, MILL VALLEY LIBRARY, MARIN WATER OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

#### FUTURE BOARD MEETINGS:

- ❖ Tuesday, October 26, 2021  
Operations Committee/Board of Directors (Operations) Special Meeting  
6:00 p.m. (Time Might Change)
- ❖ Thursday, October 28, 2021  
Finance & Administration Committee/Board of Directors (Finance & Administration) Meeting  
9:30 a.m.
- ❖ Tuesday, November 2, 2021  
Board of Directors' Regular Bi-Monthly Meeting  
7:30 p.m.

  
Board Secretary



## Approval Item

---

### TITLE

Minutes of the Board of Directors' Regular Bi-Monthly Meeting of October 5, 2021

### RECOMMENDATION

Approve the adoption of the minutes.

### SUMMARY

On October 5, 2021, the board held its regular bi-monthly meeting. The minutes of that meeting are attached.

### DISCUSSION


None

### FISCAL IMPACT

None

### ATTACHMENT(S)

1. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of October 5, 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, October 5, 2021**

**Via teleconference**

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

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

**DIRECTORS ABSENT:** None

**CALL TO ORDER AND ROLL CALL**

President Koehler called the meeting to order at 6:32 p.m.

**ADOPT AGENDA**

On motion made by Director Gibson and seconded by Director Schmitt, the board adopted the agenda.

There were no public comments.

The following roll call vote was made.

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

Noes: None

**PUBLIC COMMENT (ONLY ON CLOSED SESSION ITEM)**

There were no public comments.

**CONVENE TO CLOSED SESSION**

At 6:35 p.m., the Board of Directors convened to closed session.

**CLOSED SESSION ITEMS**

1. Conference with Legal Counsel – Anticipated Litigation  
Significant Exposure to Litigation Pursuant to §54956.9(d)(2)

Number of Cases: Unknown

The Board of Directors and staff discussed the item.

## **CONVENE TO OPEN SESSION ON OR AFTER 7:30 PM**

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

## **CLOSED SESSION REPORT OUT**

Also, at 7:32 p.m., President Koehler stated that no reportable action was taken.

## **PUBLIC COMMENT**

There were four public comments.

## **DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS**

There were no announcements.

## **CONSENT CALENDAR (ITEMS 2-4)**

- Item 2            Minutes of the Board of Directors' Regular Bi-Monthly Meeting of September 21, 2021**
- Item 3            Award of Contract No. 1956 for Furnishing & Delivery of Motor Fuels to Western States Oil (Resolution No. 8649)**
- Item 4            Resolution Authorizing the General Manager to Provide the County of Marin a Temporary Emergency Drinking Water Supply for Qualified Residents of West Marin (Resolution No. 8650)**

There were no public comments.

Before the roll call vote was made, Director Bragman stated his abstention from Item 2, because he wasn't present at that meeting.

On motion made by Director Gibson and seconded by Director Russell, the board adopted the consent calendar and with Director Bragman abstaining from Item 2. The following roll call vote was made.

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

## **REGULAR CALENDAR (ITEMS 5-13)**

- Item 5            Resolution Continuing Virtual Board and Committee Meetings due to Public Health and Safety Concerns Pursuant to AB 361 (Resolution No. 8651)**

General Counsel Molly MacLean presented this item to the board. Brief discussion ensued.

There was one public comment.

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

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

**Item 6 Resolution Authorizing the General Manager to Execute a Budget Augmentation for the Reimbursement Agreement with the County of Marin in the Amount of \$219,526 for the Sir Francis Drake Blvd. Corridor Rehabilitation Project (Resolution No. 8652)**

Design Engineering Manager Alex Anaya brought forth this item. Discussion followed.

There were no public comments.

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

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

**Item 7 Drought Update**

Water Quality Manager Lucy Croy, Acting Communications & Public Affairs Manager Emma Detwiler, and Water Efficiency Manager Carrie Pollard provided presentations to the board. Discussion followed. The board also commented that even though we still had much to do reach the 40% goal, our agency was doing a great job compared to other agencies in the area.

There were five public comments. There were no further questions or comments from the board.

This was an informational item. The board did not take any formal action.

**Item 8 Emergency Drought Projects**

Operations Division Manager Paul Sellier presented this item. Afterwards, discussion followed with questions and answers, as well as individual feedback from the board.

There were seven public comments.

Agenda Item 8 was an informational item. The board did not take any formal action.

**Item 9            Authorizing the General Manager to Finalize and Execute a Memorandum of Understanding (MOU) with East Bay Municipal Utility District (EBMUD) for the Emergency Intertie Project and to Reimburse EBMUD for their Assistance Under the MOU**

Mr. Sellier also brought forth this item. Discussion ensued.

There were three public comments.

On motion made by Vice President Russell and seconded by Director Bragman, the board approved the general manager to finalize and execute the MOU and reimburse EBMUD as mentioned in the MOU. The following roll call vote was made.

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

**Item 10           Second Amendment to Agreement MA 5973 with WSP for Engineering Design Services in Support of the Emergency Intertie Project**

Mr. Sellier also presented this item. Discussion followed.

The board heard from three members of the public.

On motion made by Director Gibson and seconded by Director Bragman, the board approved the second amendment. The following roll call vote was made.

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

**Item 11           Request to Fill Mechanical and Electrical Supervisor Position in the Operations Division**

Acting Operations Director Darren Machado brought forth this item and Item 12. Brief questions and answers arose between the board and staff.

There were no public comments on either items.

On motion made by Director Bragman and seconded by Vice President Russell, the board approved both positions to be filled mentioned in both items 11 and 12. The following roll call vote was made.

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

**Item 12           Request to Fill Utility System Specialist Position in the Operations Division**

This item was discussed approved along with Item 11.

**Item 16          Future Meeting Schedule and Agenda Items**

The board secretary listed the upcoming board and committee meetings. General Manager Ben Horenstein mentioned the upcoming board retreat.

There were no more comments from the board nor from the public.

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

**ADJOURNMENT**

There being no further business, the regular bi-monthly Board of Directors' meeting of October 5, 2021, adjourned at 10:20 p.m.

---

Board Secretary

## Approval Item

---

**TITLE**

General Manager's Report September 2021

**RECOMMENDATION**

Approve Report

**SUMMARY****A. HIGHLIGHTS:**

- Completed public review of the Local Hazard Mitigation Plan and submitted plan to CalEOS and FEMA for comment.
- Submitted the Annual Water Loss Report to the Department of Water Resources
- Finalized 100% plans and specifications for the Kastania Pump Station Project
- Emergency Intertie Project – Feasibility of the two pipeline routing alternatives on the Richmond San Rafael Bridge were established. The project team has selected the pipe routed under the upper deck as the alternative to be designed. Primary considerations for the selection of this alternative are that it preserves current and future uses of the bridge, allows Caltrans to efficiently utilize inspection and other operations equipment, enjoys broad stakeholder support and very likely is the only option that could be permitted in a timely manner. Overall the cost estimate to install the pipe under the upper deck was approximately 7.5% greater than installing the pipe in the bike lane.
- Emergency Desalination – Staff has been meeting with regulatory agencies to introduce the project and inform the agencies that permit applications may be file in the coming days. The project team has a defined timeline and identified critical path items such as the desalination equipment and intake screens.
- The recycled water fill station on Armory Drive had a consistent amount of visits. As of 10/6/21, the total amount of visits was 2,988 with approximately 305,027 gallons of recycled water collected.
- Continued to pump water from Nicasio Reservoir with plans to switch to a blend of water from Nicasio Reservoir and Kent Lake in October.

- Staff, working with our Municipal Advisor, has chosen two underwriters to issue bonds to finance the Emergency Intertie project and other MMWD capital projects. Finance continues to work with our auditors, Maze & Associates, to prepare the Annual Financial Report. We continue to work with other departments on projects such as NO Net Water Development fees and the implementation of drought penalties in our billing system.
- Submitted \$2million grant to the WaterSmart Drought Response Program
- Submitted \$800,000 proposal to CDFW Coho Recovery Grant Program for Lagunitas Creek restoration planning
- Completed 2020-21 Lagunitas Creek Adult and Smolt Salmonid Monitoring Report; posted on website
- Continuing Lake Lagunitas Forestry Project (45 Acres total)
- Staff is in the process of developing a vaccination policy for Board consideration, expected for the October 28th Finance & Administration Committee Meeting

## 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)
<b>Potable</b>				
Total production this FY	2,038	6,255	2,813	8,634
Monthly production, September	641	1,967	917	2,815
Daily average, September	21.36	65.55	30.58	93.84
<b>Recycled</b>				
Total production this FY	88.51	271.63	0.00	0.00
Monthly production, September	29.45	90.38	0.00	0.00
Daily average, September	0.98	3.01	0.00	0.00
<b>Raw Water</b>				
Total production this FY	17.82	54.69	30.86	94.71
Monthly production, September	5.26	16.14	8.81	27.04
Daily average, September	0.18	0.54	0.29	0.90
<b>Imported Water</b>				
Total imported this FY	362	1,110	576	1,768
Monthly imported, September	117	359	165	505
<b>Reservoir Storage</b>				
Total storage, September	8,877	27,242	17,203	52,795
Storage change during September	-818	-2,509	-1,037	-3,181
<b>Stream Releases</b>				
Total releases this FY	478	1,466	529	1,624
Monthly releases, September	164	504	172	527



<b>2. <u>Precipitation:</u></b>	<b><u>FY 2021/22 (in.)</u></b>	<b><u>FY 2020/21 (in.)</u></b>
Alpine	0.49	0.11
Bon Tempe	0.10	0.13
Kent	0.26	0.23
Lagunitas *	0.11	0.35
Nicasio	0.13	0.33
Phoenix	0.03	0.10
Soulajule	0.12	0.36

\* Average to date = 0.71 inches

### **3. Water Quality:**

<b><u>Laboratory:</u></b>	<b><u>FY 2020/21</u></b>	<b><u>FY 2019/20</u></b>
<b>Water Quality Complaints:</b>		
Month of Record	17	19
Fiscal Year to Date	41	51
<b>Water Quality Information Phone Calls:</b>		
Month of Record	9	17
Fiscal Year to Date	24	57

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,974 analyses on lakes, treatment plants and distribution system samples.

Mild steel corrosion rates averaged 3.48 (0.28 – 5.39) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

Complaint Flushing: One flushing event was performed for this month on record related to a customer complaint to ensure water quality at 844 Meadowsweet Dr. Corte Madera

Tank Survey Program: 23 water storage tank sanitary surveys were performed during the month. 75.10 % planned survey program has been completed for calendar year 2021.

Disinfection Program: 705' of new pipeline was disinfected during the month. Performed chlorination's on 36 water storage tanks to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 26 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>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
<u>Treatment Results</u>	Average	Monthly Goal	Average	Monthly Goal	Average	Monthly Goal
Turbidity (NTU)	0.07	≤ 0.10	0.07	≤ 0.10	0.04	≤ 0.10
Chlorine residual (mg/L)	2.56	2.50 *	2.52***	2.50 *	2.62	2.50 *
Color (units)	0.9	≤ 15	0.8	≤ 15	0.1	≤ 15
pH (units)	7.8	7.8*	7.8	7.9*	8.0	8.1**

\* Set monthly by Water Quality Lab

\*\* pH to Ignacio is controlled by SCWA

\*\*\* BTTP CWE Chlorine results are affected by the operation of the Phoenix Transfer Pump

#### 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: Work has been completed. Need to go to the Board for additional funding for the contaminated soils disposal.

##### 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 25<sup>th</sup>. District is currently in the process of finalizing the alternate generator package for construction in coordination

with the Districts Consultant (Stanton) and Generac (Generator Company). Application for new BAAQMD permit has been filed and awaiting new Authority to Construct for the Generac System.

- 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 completed all mainline installation and is currently working on pipeline flushing, disinfection, service transfers and final tie in connections.
- d. 2021 Corrosion Test Station Rehabilitation Project (D21020)  
Summary: This project involves the rehabilitation of approximately 120 corrosion test stations at various locations within the County of Marin.
- Project Budget: \$150,000
  - Monthly Activities: Contractor has started construction work for this project at various sites throughout the District services area.
- e. 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: Work has been completed.
- f. 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: Work for this project has been completed.
- g. 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: Repair work on this first phase of work has been completed.

District staff is finalizing the report on the repair for Seeger Dam to submit to DSOD.

h. Southern Heights Blvd Bridge Pipeline Replacement Project (D18031)

Summary: This project involves installing 280 feet of pipe on the newly constructed Southern Heights Blvd Bridge in San Rafael.

- Project Budget: \$99,540
- Monthly Activities: Preconstruction meeting was held at the end of September. Project is anticipated to start in October.

**6. Other:**

<u>Pipeline Installation</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Pipe installed during September (feet)	952	1,317
Total pipe installed this fiscal year (feet)	9,252	5,130
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 September (feet)	51,730	44,141
Total this fiscal year (feet)	171,114	126,686

<u>Main Line Leaks Repaired:</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Month of September	14	17
Total this fiscal year	47	33

<u>Services:</u>	<u>FY2021/22</u>	<u>FY2020/21</u>
Service upgrades during September	18	13
Total service upgrades this FY	41	41
Service connections installed during September	1	0
Total active services as of October 1, 2021	60,462	60,509

7. Demand Management:

	Sep-21	FY 21/22 TOTAL	FY 20/21 TOTAL	FY 19/20 TOTAL
<b>WATER-EFFICIENCY PROGRAMS</b>				
Water-Use Site Surveys				
Consultations				
Residential properties resi 1-2 (single-family)	113	369	115	127
Residential properties resi 3-5 (multi-family units)	0	4	5	30
Non-residential properties resi 6-7 (commercial)	0	0	5	3
Dedicated irrigation accounts resi 8-10 (large)	0	1	6	-
Walks			0	
Residential garden walks	3	43	129	91
CYES Water/Energy Surveys			0	
Residential surveys (on hold due to pandemic)	0	0	0	86
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)	59	59	397	-
Customer calls/emails admin staff	984	3598	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	21	50	163	53
Number of Rain Barrel/Cisterns approved	3	7	19	4
"Landscape Your Lawn" Turf Replacements approved	44	69	6	
Number of Laundry-to-Landscape Systems approved	5	18	0	-
Hot water recirculating system rebates	23	34	0	
Pool Cover rebates	65	153	0	
Number of Smart Controllers rebates approved	10	23	85	12
Number of Smart Controllers "Flume Direct Distribut	154	976	1140	-
Number of Smart Controllers "Rachio Direct Distribut	16	93	233	-
Advanced Metering Infrastructure (AMI)			0	
AMI leak letters sent to customers (>200 GPD)	68	265	1601	1,384
			0	
<b>ORDINANCES</b>			0	
Water Waste Prevention			0	
No. of properties reporting activity	945	3386	589	147
Landscape Plan Review			0	
Plans submitted	5	15	94	89
Plans exempt	0	0	4	5
Plans completed	1	3	19	23
Plans in workflow (pass & fail)	18	38	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)	5	10	106	39
Systems installed	1	1	7	11

## 8. Watershed Protection:

### Red Flag Warnings

September brought three days of Red Flag Warnings closures to the watershed. The Rangers performed additional fire patrols for the duration of the closures.



A Ranger patrols the Watershed in a Type 7 Fire Engine. The truck carries a pump and 100 gallons of water.

### Medical Aid Calls

During September, Rangers responded to seven medical aid calls. Three involved cyclists and three involved hikers. Five patients were transported to the hospital, including two of the bicyclist and two of the hikers.

### Cyclist Flees Ranger

A mountain biker fled from a Ranger performing LIDAR speed enforcement on Deer Park Road. The Ranger attempted to stop the cyclist for speeding in a busy trailhead area, but the cyclist refused to stop and fled. If identified, the cyclist could face misdemeanor charges of resisting and evading a peace officer.

### Ranger Foot and Bike Patrols

Rangers logged 58 miles of foot patrol and 80 miles of bike patrol this month.



Incidents and Events	388
Visitor Assists	125
Warnings	122
Citations	45
Dam Check	25
Vandalism	14
Medical Aid	7
Citizen Complaint: Illegal Bike Use	5
Assist Watershed Maintenance	5
Illegal Trail Work	5
Assist Outside Law Enforcement	4
Search and Rescue	3
Traffic Court: Guilty	3
Animal or Humane Related	3
Red Flag Warnings	3
Suspicious Circumstance	3
Assist Fire/EMS	2
Welfare Check	2
Citizen Complaint: Bike Speed	2
Misc. Law Enforcement Calls	2
Citizen Complaint: Off Leash Dogs	1
Theft	1
Public Outreach/Interp Activity	1
Citizen Complaint: eBike	1
Verbal Dispute Between Visitors	1
Citizen Complaint: Misc.	1
Create Trail Hazard to Others	1
Resisting an Officer	1
<b>Citations</b>	<b>45</b>
Non-payment of parking fees	40
Dog off Leash	2
No Parking	2
Bike on Trail	1

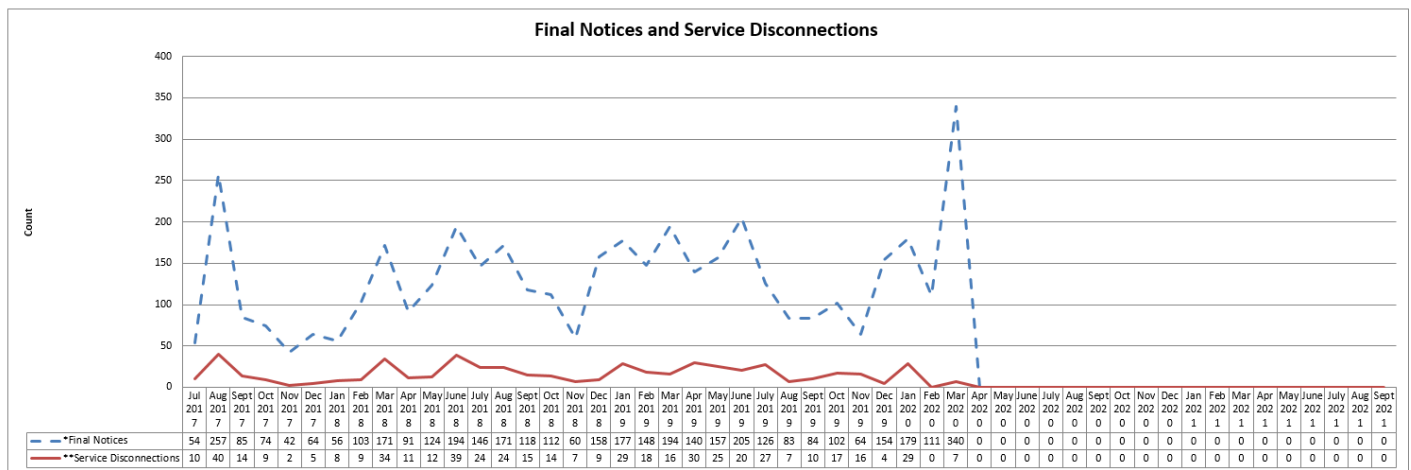
## 9. Shutoff Notices and Disconnections:

January 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	_____	
	Ben Horenstein General Manager	Ben Horenstein General Manager

## Approval Item

---

**TITLE**

Award of Contract No. 1937, Southern Marin Pipeline Replacement Project, to Piazza Construction; and Authorize the General Manager to execute easements with the Town of Tiburon and City of Belvedere

**RECOMMENDATION**

Approve a resolution authorizing award of Contract No. 1937, Southern Marin Pipeline Replacement Project (Project), to Piazza Construction at their contract bid amount of \$250,495.50; and, Authorize the General Manager to execute easement agreements with the Town of Tiburon and City of Belvedere for this Project.

**SUMMARY**

The Operations Committee reviewed this item on September 17, 2021, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors.

On October 5, 2021, the District opened four (4) bids for the Southern Marin Pipeline Replacement Project, which involves the installation of 530 feet of pipe to replace old, leak prone and seismic deficient 8-inch cast iron pipe dating back to 1921. Piazza Construction submitted the lowest responsive and responsible bid in the amount of \$250,495.50. Therefore, staff recommend that the Board of Directors approve a resolution, which awards Contract No. 1937 to Piazza Construction in the amount of \$250,495.50 and authorizes the General Manager to execute any necessary amendments to said contract, which does not exceed \$20,000.

On September 7, 2021, the Board of Directors also considered the proposed price and terms for easements from the Town of Tiburon and City of Belvedere, which are necessary to facilitate construction of this Project. The two easement agreements proposed are consistent with the price and terms discussed with the Board.

**DISCUSSION**

The Southern Marin Pipeline Replacement Project is a component of the District's Capital Improvement Program. This Project will replace 530 feet of leak prone piping installed as early as 1921 in alignment with City of Belvedere's earthquake resiliency program. The Project will also take place in the locations described in Table 1 and shown on the map provided in Attachment 2.



**Table 1**  
**Pipeline Replacement Locations**

Street	Length	Installation Date	Existing Size & Type
Tiburon Blvd/Tom Price Park	530 ft	1921	8" CI

CI= cast iron

These street segments were evaluated for the installation of recycled water piping. There are no recycled water pipelines near the Project site; and, there is no plan for recycled water services in the areas at this time. Therefore, installation of recycled water pipelines was not included in this Project.

On October 5, 2021, the District received four (4) bids for the Project. Bid results are provided in Table 2.

**Table 2**  
**Bid Results**  
**Southern Marin Pipeline Replacement Project**

Bid Rank	Contractor Name	Bid Amount
1.	Piazza Construction	\$250,495.50
2.	W.R. Forde Associates	\$318,400.00
3.	D & D Pipelines	\$348,350.00
4.	Maggiora & Ghilotti	\$383,387.00

Contract No: 1937

Project No: D20022A

Engineer's Estimate: \$200,000

Piazza Construction submitted the lowest responsible bid. They hold a Class A – General Engineering License, License No. 406456, which is current and active and expires on June 30, 2023. As required by State Law, Piazza Construction is registered with the California Department of Industrial Relations under PWCR Number 1000008021.

Summaries of the estimated Project costs and schedule are provided below.

**Budget:**

Contract Award:	\$250,495.50
Contingency:	\$20,000
Materials and Professional Fees:	\$37,000
District Labor/Inspection:	\$71,000
Total Budget:	\$378,495.50
Budget Category:	A1A02A

**Project Implementation:**

Project Advertisement: September 21, 2021  
Bid Opening: October 5, 2021  
Project Award: October 19, 2021  
Estimated Completion Date: February 16, 2022  
Duration: 120 days

**ENVIRONMENTAL REVIEW**

Staff have reviewed the project with respect to the California Environmental Quality Act (CEQA) and have determined that the Project is Categorically Exempt pursuant to CEQA Guidelines Section 15302 (c), Replacement or Reconstruction. The Project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity. A copy of the draft Notice of Exemption is enclosed as Attachment 3.

**PUBLIC OUTREACH EFFORTS**

The District's multi-step process for notifying customers about this Project began in January 2020 when District staff initiated discussions with the Town of Tiburon and the cities of Belvedere and Sausalito. District staff has continually coordinated with the public works departments of both jurisdictions and has discussed the Project with other stakeholders. In August 2019, the District sent information letters and maps to customers located near the Project site. Public outreach steps to be taken are described in the table below.


Department	Action
Engineering	Issued letter with map to all customers along the Project route (issued August 2019).
Engineering	Upon approval of the contract by the Board, send Project information letter with a map to all customers along the Project route.
Public Information	Issue news release to local media (print and online outlets).
Public Information	Post on MMWD website.
Public Information	Post on MMWD Nextdoor page for affected neighborhoods.
Public Information	Send notice to the Tiburon, Belvedere and Sausalito for posting on their website.
Engineering	Provide signage at Project site throughout construction period.

### FISCAL IMPACT

The total cost to complete the Capital Improvement Program Southern Marin Pipeline Replacement Project is estimated at \$378,495.50.

### ATTACHMENTS

1. Resolution
2. Site Map
3. Draft Notice of Exemption
4. Partially Executed Easement Agreement - Tiburon
5. Partially Executed Easement Agreement - Belvedere

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

**MARIN MUNICIPAL WATER DISTRICT**

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT  
APPROVING AWARD OF CONSTRUCTION CONTRACT NO. 1937 TO  
PIAZZA CONSTRUCTION FOR THE SOUTHERN MARIN PIPELINE REPLACEMENT  
PROJECT**

**WHEREAS**, on September 21, 2021, the District advertised Contract No. 1937, Southern Marin Pipeline Replacement Project (D20022A), which will replace approximately 530 feet of leak prone piping installed as early as 1921 in alignment with City of Belvedere's earthquake resiliency program; and

**WHEREAS**, the District received and publicly opened four (4) bids on October 5, 2021, of which Piazza Construction's bid of \$250,495.50 was the lowest responsive and responsible bid.

**NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES** that:

1. The bid of \$250,495.50 submitted by Piazza Construction for the Southern Marin Pipeline Replacement Project under Contract No. 1937 ("Contract") was the lowest responsive and responsible bid submitted therefor, and said bid is hereby accepted.
2. A Contract for this project be awarded to said low bidder, and the General Manager is authorized and directed to execute said Contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.
3. The General Manager is authorized to execute any and all future amendments to the Contract, which he deems necessary, without further Board approval, so long as those amendments to the Contract do not exceed \$20,000.
4. Upon complete execution of said Contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of Piazza Construction are to be rejected.
5. The project is Categorically Exempt from review under Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity.

**PASSED AND ADOPTED** this 19th day of October, 2021, by the following vote of the Board of Directors.

**AYES:**

**NOES:**

**ABSENT:**

---

**Cynthia Koehler**  
**President, Board of Directors**

**ATTEST:**

---

**Terrie Gillen**  
**Board Secretary**

# SOUTHERN MARIN PIPELINE REPLACEMENT PROJECT



marinwater.org  
415-945-1455  
contactus@marinwater.org

Sources: Esri, HERE, Garmin, USGS, Intel Japan, METI, Esri China (Hong Kong), Esri OpenStreetMap contributors, and the GIS

1 inch = 100 feet

0 25 50 100 Feet

# Notice of Exemption

Item Number: 03  
Attachment: 03



Filing Requested By and When Filed Return To:

Marin Municipal Water District  
220 Nellen Ave  
Corte Madera, CA 94925  
Attn: Michael Ban, Director of Engineering

**Project Title:** Southern Marin Pipeline Replacement Project (D20022)

**Project Location :** Town of Tiburon, City of Belvedere

**Project Location – County:** Marin

**Project Description:** The project will install approximately 530 feet of 10-inch high density polyethylene and 8-inch welded steel pipe to replace old, leak prone pipe.

The roads involved are shown in Figure 1 and 2, and described in the table below:

Street	Length	Installation Date	Existing Size & Type
Tiburon Blvd/Tom Price Park	530 ft	1921	8" CIP

\* CIP = cast iron pipe

**Public Agency Approving Project:** Marin Municipal Water District

**Name of Person or Agency Carrying Out Project:** Marin Municipal Water District

**CEQA Exemption Status:** Categorical Exemption Section 15302(c), Replacement or Reconstruction.

**Reason for Exemption:** The project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipelines with negligible or no expansion of capacity.

**Project Approval:** The Marin Municipal Water District Board of Directors approved the award of a contract for project construction, which represents project approval as defined by Section 15352 of the Guidelines for Implementation of the California Environmental Quality Act, at their regularly scheduled meeting on October 19, 2021.

**Lead Agency Contact Person:** Crystal Yezman, Marin Municipal Water District **Telephone:** (415) 945-1100

---

Crystal Yezman, Director of Engineering

Date



**SOUTHERN MARIN PIPELINE REPLACEMENT PROJECT**

**PIPELINE REPLACEMENT**

1 inch = 100 feet

0 25 50 100 Feet

Sources: Esri, HERE, Garmin, USGS, Intermap, Japan, METI, Esri China (Hong Kong), Swisstopo, OpenStreetMap contributors, and the GIS User Community

marinwater.org  
415-945-1455  
contactus@marinwater.org

**MARIN MUNICIPAL WATER DISTRICT**

**SOURCE: MMWD 2021**



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

**Recording Requested By:**

Stanley Graham  
Real Property Agent

When recorded return to:

Stanley Graham  
Marin Municipal Water District  
220 Nellen Avenue  
Corte Madera CA 94925-1169

## **EASEMENT AGREEMENT**

APN 058-152-01, 060-061-15

**THIS EASEMENT AGREEMENT** ("Agreement"), is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **TOWN OF TIBURON**, a municipal corporation ("Grantor"), and the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation ("District").

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

Section 1. Recitals:

- A. Grantor is the owner of a certain piece of real property described as APN 058-152-01, and 060-061-15, (the "Property"), which is incorporated herein by reference.
- B. District's Southern Marin Pipeline Replacement Project D20022A (the "Project") will install new water mains and appurtenances in the Town of Tiburon, the cities of Belvedere and Sausalito.
- C. Project will replace an aging water main with new eight-inch and ten-inch welded steel and high density polyethylene pipe and appurtenances on the Property.
- D. District has asked Grantor to grant the District an easement on the Property.
- E. Grantor desires to convey a non-exclusive easement over a portion of the Property to the District as described below.

Section 2. Grant of Easements:

- A. As owner of the Property, Grantor hereby grants to the District and its successors and assigns in interest, a non-exclusive easement described in "Exhibit A", attached hereto and incorporated herein as if fully set forth ("Easement").
- B. The Easement described in Section 2(A) shall be held subject to the following terms and conditions:

- i. The Easement granted herein is non-exclusive. The District is granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as the District elects to install, together with the right to construct and maintain such meters, valves and below grade appurtenances as may be necessary in connection with storage, transmission and delivery of water, including reasonable ingress and egress over paved adjoining lands for the construction, repair and maintenance of such pipeline(s) and facilities ("Improvements").
- ii. Grantor reserves the right to use the Easement for any and all purposes that will not unreasonably interfere with District's use of the Easement and operation of the Improvements. No future structure, fill, or other improvement shall be placed on or over the Easement that unreasonably interferes with or impedes access to the use, repair, replacement, or maintenance of the Improvements in the Easement. Provided there is no interference with the District's use as described herein, Grantor may use or grant additional easements to other property owners for uses including, but not limited to, ingress and egress.
- iii. Grantor reserves and shall have the right to revise the grade of the Easement surface, upon providing prior written notification to the District. Upon receipt of such written notice, Grantor and the District agree to confer regarding any proposed changes in order to achieve the greatest possible efficiencies, however the final decision to revise the grade is at the sole discretion of the Grantor. Based upon such discussions, the District will determine, in its sole discretion, if the change in grade will require the raising or lowering of the Improvements. If the District determines that raising or lowering the Improvements is required, the District shall bear the costs of the vertical relocation.
- iv. If Grantor finds that a change in the location of the Easement is necessary, Grantor shall grant District a suitable new easement acceptable to the District, and the District shall pay the full costs of relocating the District Improvements.
- v. Upon completion of construction of the Improvements, the District will restore hard scape surfaces on the Property, if any were damaged during construction of the Improvements, to reasonably match the hard scape surfaces existing on the Property at the time of initial installation of the Improvements. The District is under no obligation to install or to maintain any additional paving or other surfacing on the Easement, unless the District, in its sole discretion, desires improved access to repair, replace, maintain, or to use the installations in the Easement. The District shall not be liable for any contribution under the provisions of California Civil Code Section 845.

### Section 3. Construction of Improvements:

Any Improvements constructed by District in the Easement shall be limited to those Improvements described in Section 2(B)(i), herein. The District shall give Grantor at least thirty (30) calendar days written notice prior to the commencement of construction of the Improvements in the Easement. If any portion of the Property is damaged during the duration of the Project, the District shall assume the loss. The District shall return any Property damaged during any District construction of the Improvements, as reasonably as possible, to its original condition prior to District construction.

#### Section 4. Damages to the Property:

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

If the District undertakes any repair on any portion of the Property, the District's work shall conform to applicable standards of the construction industry. The District shall replace or repair any portion of the Property, damaged by the District, as reasonably as possible, to the conditions that existed prior to the damage occurring.

#### Section 5. Damages to the Improvements:

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

#### Section 6. Mutual Indemnification:

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

#### Section 7. Representation:

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

#### Section 8. Authorization:

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

#### Section 9. Entire Agreement:

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

#### Section 10. Binding on Successors:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, executors, administrators and estates of each of the parties.

Section 11. Paragraph Headings:

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

Section 12. Governing Law:

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

Section 13. Counterparts:

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

Section 14. Facsimile Signatures:

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

Section 15. No Presumption Regarding Drafter:

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

Section 16. Mediation:

Any dispute or claim in law or equity between Grantor and the District arising out of this Agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitration administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is

resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

**GRANTOR: TOWN OF TIBURON**

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

Greg Chanis  
Town Manager

Witness: \_\_\_\_\_

Benjamin Stock  
Town Attorney

**DISTRICT: MARIN MUNICIPAL WATER DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Bennett Horenstein  
General Manager

Attest: \_\_\_\_\_  
Secretary

Attachments:

Exhibit A – Legal description  
Exhibit B – Record Map

**MMWD Seal:**

**THIS IS TO CERTIFY** that the interest in the real property conveyed by the Easement Agreement, dated \_\_\_\_\_, 20\_\_ from \_\_\_\_\_ to the **MARIN MUNICIPAL WATER DISTRICT**, a local public agency, was hereby accepted by order of the **BOARD OF DIRECTORS** of the **MARIN MUNICIPAL WATER DISTRICT** on \_\_\_\_\_, subject to the terms and conditions of said Easement Deed, and the **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Stanley Graham, Real Property Agent

### **Certificate of Acceptance**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

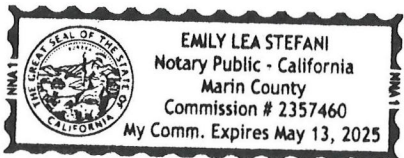
State of California

County of Marin

On 8/19/21 before me, Emily Lea Stefani, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Greg Chanis  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Emily Lea Stefani  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Marin

On \_\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of Marin

On \_\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## EXHIBIT A

---

**Legal Description**  
**Marin Municipal Water District Pipeline Easement**  
**Lands of the Town of Tiburon, APN 58-152-01, 60-061-15**  
**Town of Tiburon, County of Marin, State of California**

Being nonexclusive easements for a municipal water pipeline and/or pipelines and access over a portion of the lands of the Town of Tiburon, said lands lying situate in the Town of Tiburon, County of Marin, State of California, said lands of the Town of Tiburon, being described in the Quitclaim Deed from the Northwestern Pacific Railroad Company, a Corporation, to the Town of Tiburon, a Municipal Corporation, recorded on January 12, 1971, and filed under Instrument No. 2429428-1971, Marin County Records, said lands of the Town of Tiburon also being shown as the former Northwestern Pacific Railroad right of way on the State of California (Caltrans) Record Map "R-143.12", dated May, 1979, said nonexclusive easements for a municipal water pipeline and/or pipelines and access being described as follows:

### **WLE-1**

A 20-foot wide strip of land lying 10 feet on each side of the following described centerline:

**Beginning** at the most easterly corner of lot 46, as lot 46 is shown on the map titled, "Lagoon Subdivision No. 7", recorded on November 11, 1955, and filed in Volume 8 of Maps, at page 104, Marin County Records, said most easterly corner being at the intersection of the course North 53° 34' 00" East, a distance of 110.88 feet, and the curve having a radius of 1402.7 feet, concave southwesterly, with an arc length of 70.02 feet, as shown on said map titled, "Lagoon Subdivision No. 7";

Thence, from said most easterly corner of said lot 46, and crossing the lands of the Town of Tiburon, North 53° 34' 00" East, a distance of 60.00 feet to **terminate** at the northerly line of said lands of the Town of Tiburon. Said **Point of Termination**, being a point hereinafter referred to as "**Point A**".

The sidelines of the above described 20-foot wide easement for a municipal water pipeline and/or pipelines and access, are to be lengthened or shortened to terminate at the southerly and northerly lines of lands of the Town of Tiburon.

### **WLE-2**

A 10-foot wide strip of land lying 10.00 feet southwesterly of the following described sideline:

**Commencing** at a point on the northerly line of said lands of the Town of Tiburon, said point being referred to hereinabove as "**Point A**":

Thence, southeasterly along said northerly line of said lands of the Town of Tiburon, along a curve to the right, concave southwesterly, to which a radial line bears North 53° 53' 49" East, having a radius of 1462.7 feet as shown on said map "State of California (Caltrans) Record Map "R-143.12", dated May, 1979, an arc-length of 10.00 feet to the **Point of Beginning**;

Thence, continuing along said curve to the right, concave southwesterly, an arc-length of 90.00 feet to the **Point of Termination**.

Bearings recited above are based on said map titled, "Lagoon Subdivision No. 7".

**End of Legal Description**

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

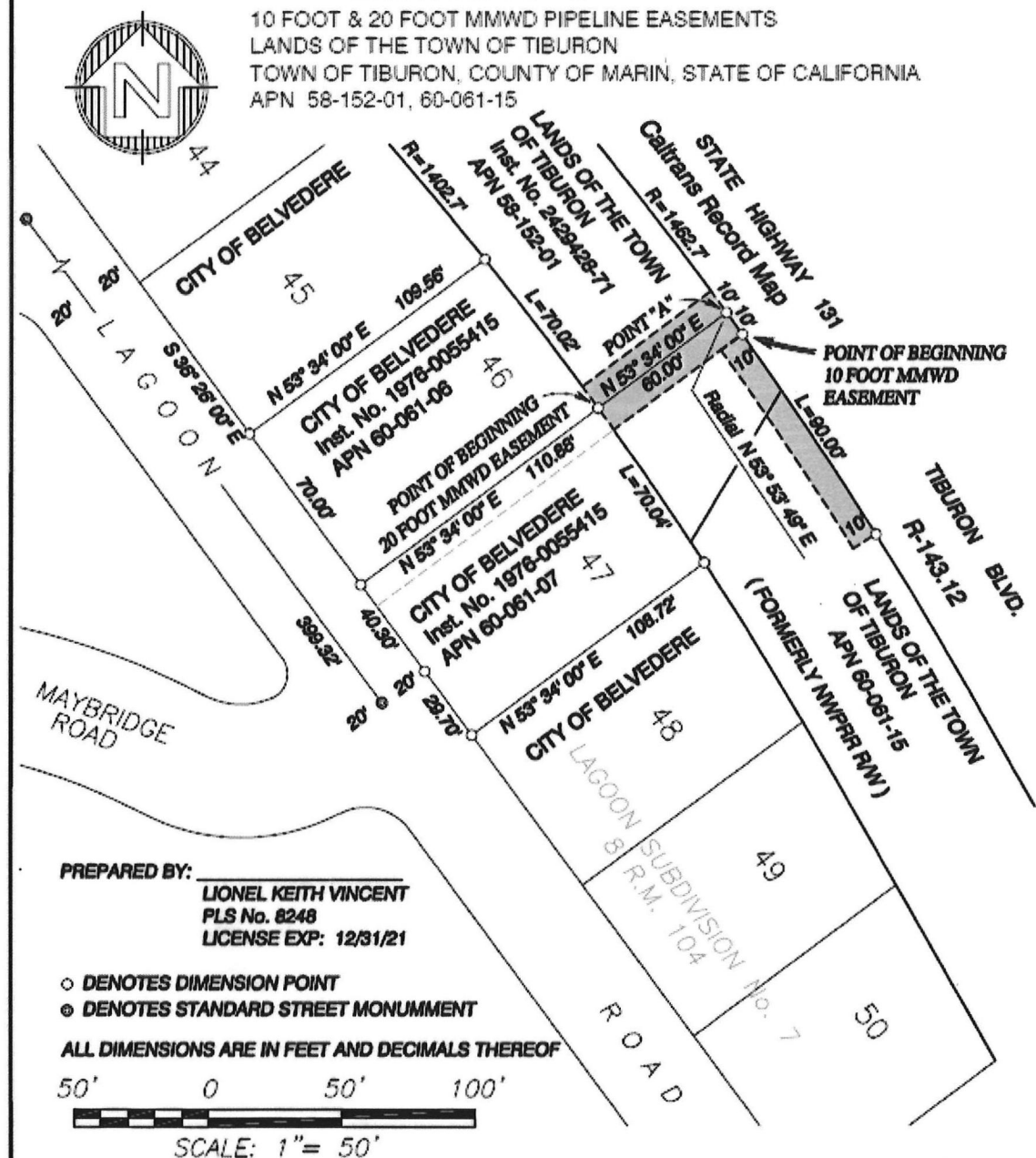
This Legal Description was prepared by Lionel Keith Vincent: \_\_\_\_\_

PLS 8248

License Expires: 12/31/21

## EXHIBIT B

10 FOOT & 20 FOOT MMWD PIPELINE EASEMENTS  
LANDS OF THE TOWN OF TIBURON  
TOWN OF TIBURON, COUNTY OF MARIN, STATE OF CALIFORNIA  
APN 58-152-01, 60-061-15



**MARIN MUNICIPAL WATER DISTRICT**  
220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 924-4500

DATE: JUNE 2020 JOB NO: D20022 SHEET: 1 of 1  
PREPARED BY: KV DESIGN BY: JM

10', 20' MMWD PIPELINE EASEMENTS  
LANDS OF THE TOWN OF TIBURON  
TIBURON, MARIN COUNTY, CALIF.  
APN 58-152-01, 60-061-06

D20022 LYFORD DRIVE.dwg 6/09/20 3:24 PM

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

**Recording Requested By:**

Stanley Graham  
Real Property Agent

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

## **EASEMENT AGREEMENT**

APN 060-061-07

**THIS EASEMENT AGREEMENT** ("Agreement"), is made and entered into as of this 14<sup>th</sup> day of June, 2021, by and between the **CITY OF BELVEDERE**, a municipal corporation ("Grantor"), and the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation ("District").

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

Section 1. Recitals:

- A. Grantor is the owner of a certain piece of real property described as APN 060-061-07, (the "Property"), which is incorporated herein by reference.
- B. District's Southern Marin Pipeline Replacement Project D20022 (the "Project") shall install new water mains and appurtenances in the Town of Tiburon, and the Cities of Belvedere and Sausalito.
- C. Project shall replace an aging, leak prone water main with new eight-inch and ten-inch welded steel and high density polyethylene pipe and appurtenances on the Property.
- D. District has asked Grantor to grant the District an easement on the Property as described in Exhibit A, attached hereto.
- E. Grantor desires to convey a non-exclusive underground easement over a portion of the Property to the District for the purposes described below.

Section 2. Grant of Easements:

- A. As owners of the Property, Grantor hereby grants to the District and its successors and assigns in interest, a non-exclusive easement described in "Exhibit A", attached hereto and incorporated herein as if fully set forth ("Easement").
- B. The Easement described in Section 2(A) shall be held subject to the following terms and conditions:

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

### Section 3. Construction of Improvements:

Any Improvements constructed by District in the Easement shall be limited to those Improvements described in Section 2(B)(i), herein. The District shall give Grantor at least twenty (20) business days written notice prior to the commencement of construction of the Improvements in the Easement. If any portion of the Property is damaged by the District during the duration of the construction project, the District shall assume the loss and repair the Property as reasonably as possible to its prior condition.

The District will make reasonable efforts to minimize construction impacts on the Property and in the Easement area, including but not limited to consideration of the use of horizontal boring or other trenchless methods where determined feasible and practicable by District.

### Section 4. Damages to the Property:

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

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

#### Section 5. Damages to the Improvements:

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

#### Section 6. Mutual Hold Harmless:

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

#### Section 7. Representation:

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

#### Section 8. Authorization:

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

#### Section 9. Entire Agreement:

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

#### Section 10. Binding on Successors:

This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, executors, administrators and estates of each of the parties; provided, that Grantor and each succeeding owner of the property and the easements granted herein shall have no liability



hereunder with respect to matters arising from and after the date when they cease to be owner of the Property and said easements. In the event Grantor, or the successors and assigns in interest of Grantor, fail to make a payment reasonably required therein to be made by them to the District, and such failure continues for sixty (60) calendar days following the date that the District notifies Grantor or such successors and assigns in writing of their liability, the District shall secure Grantor or their successors' and assigns' obligation to pay by filing a lien on the Property.

#### Section 11. Paragraph Headings:

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

#### Section 12. Governing Law:

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

#### Section 13. Counterparts:

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

#### Section 14. 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 15. Mediation:

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



Section 16. Arbitration:

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

**OWNER: CITY OF BELVEDERE**

Dated: Aug 12, 2021

Signed: Robert Zander FOR:  
Craig Middleton  
City Manager

Witness: Emily Longfellow  
Emily Longfellow  
City Attorney

**DISTRICT: MARIN MUNICIPAL WATER DISTRICT**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bennett Horenstein  
General Manager

Attest: \_\_\_\_\_  
Secretary

Attachments:

- Exhibit A – Legal description
- Exhibit B – Record Map

**MMWD Seal:**

## Certificate of Acceptance

**THIS IS TO CERTIFY** that the interest in the real property conveyed by the Easement Agreement, dated \_\_\_\_\_, 2021, from the **CITY OF BELVEDERE** to the **MARIN MUNICIPAL WATER DISTRICT**, a local public agency, was hereby accepted by order of the BOARD OF DIRECTORS of the **MARIN MUNICIPAL WATER DISTRICT** on \_\_\_\_\_, subject to the terms and conditions of said Easement Deed, and the **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Stanley Graham, Real Property Agent

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Marin

On August 12, 2021 before me, C. COOK,

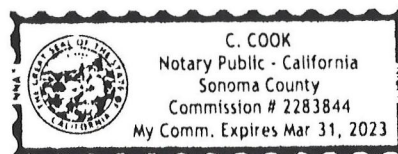
Notary Public, personally appeared Robert Zadnik,

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

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

WITNESS my hand and official seal.

Signature C Cook



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

State of California

County of Marin

On \_\_\_\_\_ before me, \_\_\_\_\_,

Notary Public, personally appeared \_\_\_\_\_,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

## EXHIBIT A

**Legal Description**  
**Marin Municipal Water District 10 Foot Pipeline Easement**  
**Lands of the City of Belvedere, APN 60-061-07**  
**City of Belvedere, County of Marin, State of California**

A nonexclusive 10 foot wide easement for a municipal water pipeline and/or pipelines and access over a portion of the lands of the City of Belvedere, said lands lying situate in the City of Belvedere, County of Marin, State of California, said lands of the City of Belvedere, a Municipal Corporation, being described in the Director's Deed from the State of California, to the City of Belvedere, recorded on December 10, 1976, and filed under Instrument No. 1976-0055415, Marin County Records, said lands of the City of Belvedere also being shown as lot 47 on the map titled "Lagoon Subdivision No. 7", recorded on November 11, 1955, and filed in Volume 8 of Maps, at page 104, Marin County Records, said nonexclusive 10 foot wide easement for a municipal water pipeline and/or pipelines and access lying 10.00 feet southeasterly of the following described line:

**Beginning** at the most westerly corner of said lot 47, as lot 47 is shown on said map titled, "Lagoon Subdivision No. 7", recorded on November 11, 1955, and filed in Volume 8 of Maps, at page 104, Marin County Records, said most westerly corner being at the intersection of the courses South 36° 26' 00" East, a distance of 70.00 feet, and North 53° 34' 00" East, a distance of 110.88 feet, as shown on said map titled, "Lagoon Subdivision No. 7";

Thence, from said most westerly corner of lot 47, North 53° 34' 00" East along the northwesterly line of said lot 47, a distance of 110.88 feet to **terminate** at the most northerly corner of lot 47;

The southeasterly sideline of the above described 10 foot wide easement for a municipal water pipeline and/or pipelines and access, is to be lengthened or shortened to terminate at the southwesterly line and northeasterly line of lot 47, as shown on said map titled, "Lagoon Subdivision No. 7".

### End of Legal Description

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

This Legal Description was prepared by Lionel Keith Vincent:

  
\_\_\_\_\_



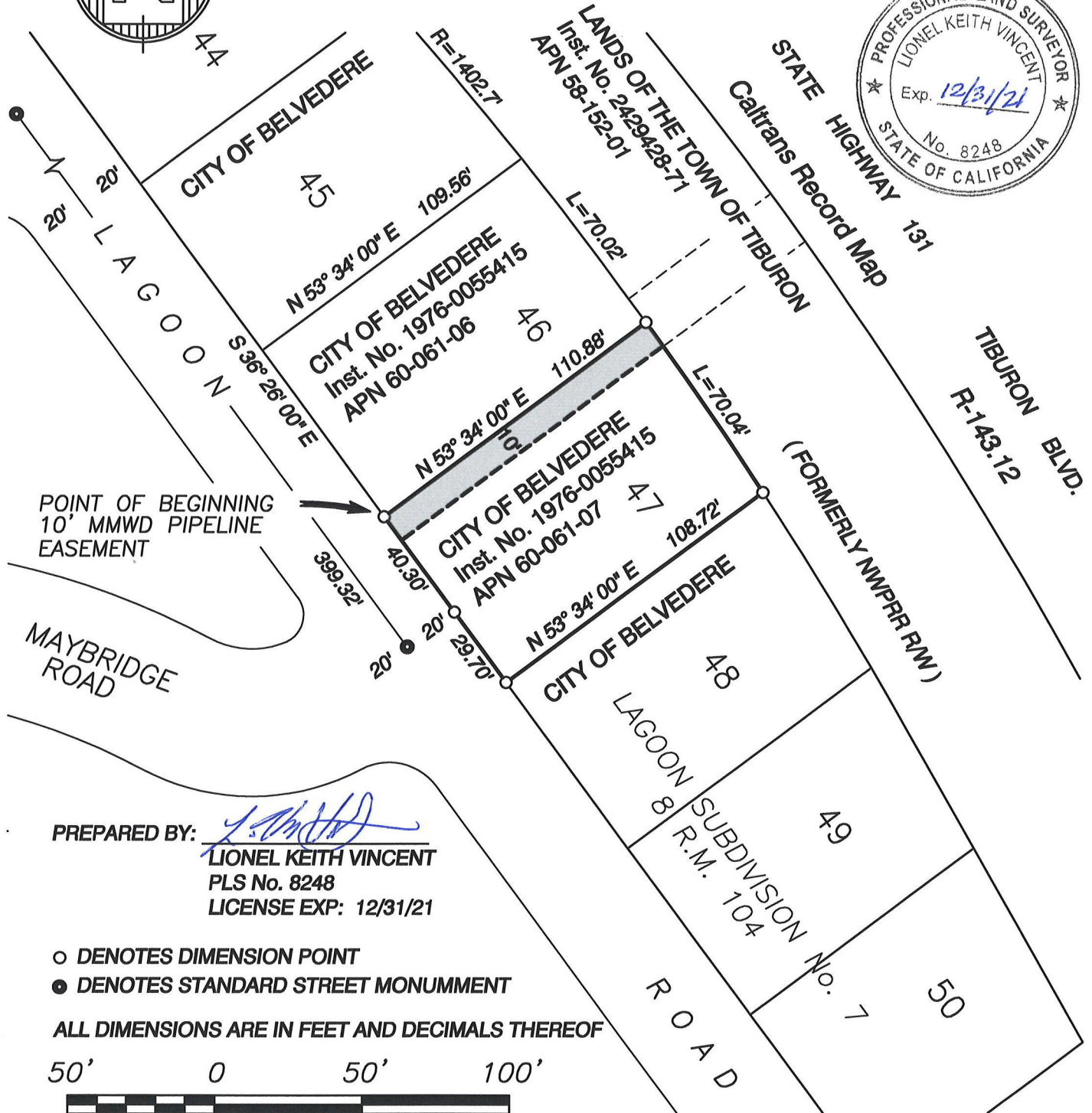
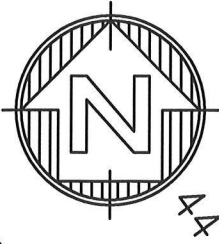
PLS 8248

License Expires: 12/31/21



# EXHIBIT B

10 FOOT MMWD PIPELINE EASEMENT  
LANDS OF THE CITY OF BELVEDERE  
CITY OF BELVEDERE, COUNTY OF MARIN, STATE OF CALIFORNIA  
APN 60-061-07



PREPARED BY:

*Lionel Keith Vincent*  
LIONEL KEITH VINCENT  
PLS No. 8248  
LICENSE EXP: 12/31/21

○ DENOTES DIMENSION POINT

● DENOTES STANDARD STREET MONUMENT

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF

50' 0 50' 100'



SCALE: 1" = 50'



**MARIN MUNICIPAL WATER DISTRICT**  
220 NELLEN AVE., CORTE MADERA, CA 94925 (415) 924-4600

DATE: MAY 2021 JOB NO: D20022 SHEET: 1 of 1

PREPARED BY: KV DESIGN BY: JM

**10' MMWD PIPELINE EASEMENT  
LANDS OF THE CITY OF BELVEDERE  
BELVEDERE, MARIN COUNTY, CALIF.  
APN 60-061-07**

## Informational Item

---

**TO:** Board of Directors

**FROM:** Ben Horenstein, General Manager



**ITEM:** Drought Update

---

### **SUMMARY**

Staff continues 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 October 19<sup>th</sup>, staff will provide the Board an update on District 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 mandatory irrigation restrictions in May and further restrictions in July to limit sprinkler irrigation to one day per week. At the July 20<sup>th</sup> 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. On September 21<sup>st</sup>, the Board adopted Ordinance No. 454 establishing water use limits and penalties for water use in excess of the established limits, effective December 1<sup>st</sup>, 2021. Staff will provide an update to the Board on current water supply conditions, trends in water use, drought outreach and communications, conservation program updates, and efforts to secure emergency drought supplemental supply.

### **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 three months due to mandatory conservation efforts. The District's reserves, along with tight expenditure controls, are anticipated to be the initial approach to address the deficit.

### **ATTACHMENT(S)**

None

## Approval Item

---

### **TITLE**

Approve the Emergency Intertie Project and authorize the General Manager to (1) Execute an Agreement with the Contra Costa Water District, and (2) Carry out a Pre-Purchase of Materials for Project Construction

### **RECOMMENDATION**

Approve a resolution to:

- (i) Approve the Emergency Intertie Project.
- (ii) Approve the draft cooperative agreement with Contra Costa Water District (CCWD) for Water Transfers and authorize the General Manager to negotiate and execute the agreement with CCWD and purchase transfer water in an amount not to exceed \$10 million.
- (iii) Approve the pre-purchase of materials and authorize the General Manager to negotiate and execute supply agreements for those long lead time materials necessary to construct the pipeline in an amount not to exceed \$23,786,099.59.

### **SUMMARY**

The proposed Marin East Bay Emergency Intertie Project (Project or EIP) would undertake to construct a water pipeline connection to East Bay Municipal Utilities District (East Bay MUD) to be located on the Richmond-San Rafael Bridge (SRS Bridge) in order to augment Marin Municipal Water District's water supply in response to the current drought. Review of the proposed Project pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines finds that the proposed Project qualifies for a Statutory Exemption under California Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269, Emergency Projects as described in further detail below. CCWD is a key partner in water transfers and the proposed CCWD agreement outlines the terms and itemized costs that would be incurred for a water transfer using CCWD facilities. In order to construct the infrastructure necessary to receive transfer water, the District must construct a pipeline to intertie the East Bay MUD distribution system to the District's distribution system. Pipeline and other essential materials have long lead times and in order to ensure timely delivery, the District must pre-order those materials.

### **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 mandatory irrigation restrictions in May and further restrictions in July to limit sprinkler irrigation to one



day per week. At the July 20<sup>th</sup> 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. On September 21<sup>st</sup>, the Board adopted Ordinance No. 454 establishing water use limits and penalties for water use in excess of the established limits, effective December 1<sup>st</sup>, 2021. If drought conditions continue and the District receives similar precipitation and runoff as the past two years, projections indicate that the District will need a supplemental water supply in the second half of 2022.

In an effort to ensure that water is available for customers the District is proposing to construct an emergency intertie pipeline across the Richmond San Rafael (RSR) Bridge to connect to the East Bay MUD distribution system. Water purchased on the transfer market would be wheeled by East Bay MUD to the District. The feasibility of the pipeline segment on the RSR Bridge has been established and engineering teams are currently designing this segment and the other more traditional pipeline aspects of the proposed Project. As detailed planning for the proposed Project continues it is clear that long lead materials such as pipe, pumps and other essential components must be ordered several months in advance of construction. In addition, to ensure that transfer water is available for the District's use staff has been collaborating with CCWD to secure that supply. The draft cooperative agreement with CCWD is attached and the clarity and simplicity of the agreement reflects CCWD's willingness to assist the District in this endeavor.

#### **Cooperative Agreement with Contra Costa Water District**

CCWD owns and operates the Los Vaqueros reservoir that was expanded from 100,000 AF to 160,000 AF of storage in 2012. CCWD is planning a regional intertie with the South bay Aqueduct and considering further expansion of the reservoir to a total of 275,000 AF to better support regional water needs. As a leader in regional water supply, CCWD is ideally positioned to assist the District with water transfers. As an experienced participant in the water transfer market, CCWD can leverage existing relationships with suppliers and experience with regulators to the benefit on the District. In addition, CCWD has infrastructure and operational experience to convey transfer water into storage in Los Vaqueros reservoir. The storage of transfer water in Los Vaqueros provides a good deal of flexibility for final conveyance of the water to the District.

The cooperative agreement includes a methodology for determining costs that are calculated based on the principle that the District will reimburse CCWD for the actual costs of the transfer, including the costs for water and the costs for conveyance of water and storage in Los Vaqueros Reservoir. For example the marginal cost of water that would be added to the purchase price is approximately \$200 per acre-foot which covers power used in pumping and the use of conveyance infrastructure. The annual cost of storing the water in Los Vaqueros is approximately \$53 per acre-foot which may be prorated. The table below provides an example of how the cost of water transferred through CCWD facilities would be calculated and is based on values established for 2021.

	Unit Cost [\$ / AF]	Volume of Water [AF]	Total [\$M]
Water Purchase	400	15,000	6
Power	130	10,500*	1.4
Facilities Use	71	10,500*	0.75
Storage	53	10,500*	0.6
Total	654	10,500*	8.75

\*Losses in delta estimated at 30%

The final cost of water conveyed to the District will depend on the volume purchased and the wheeling route that is used. Staff anticipate purchasing up to 15,000 AF originating from the Yuba Water Agency (Yuba) through CCWD and to secure the option to purchase a similar amount from other suppliers. In total, a water purchase of 15,000 AF based on the 2021 pricing is expected to cost between \$8 million and \$9 million depending on the final purchase price for 2022, which is yet to be determined.

As indicated in the draft CCWD agreement, staff anticipates working with CCWD to purchase water or the option to purchase water from at least two different sources and to secure the quantity of supply from each source that would individually meet the District's needs. The dual sourcing strategy will address the risk that one supplier may not be able to perform or that regulatory approvals are not granted in a timely manner for one source. In addition, CCWD has made available 5,000 acre-feet of water already stored in Los Vaqueros for District use in the event that water transfers are not timely or otherwise available to the District.

CCWD staff is targeting November 3, 2021 for their board to consider the Cooperative agreement with the District and November 17, 2021 CCWD for their board to consider a water supply purchase agreement with Yuba. Staff is seeking the board's authorization for the General Manager to finalize and execute the cooperative agreement with CCWD

#### **Pre-Purchase of Materials**

In order to meet construction requirements necessary to complete the proposed Project in mid-2022, the District must order 55,000-ft of steel pipe, two large mobile pump stations and two bolted steel tanks each with a 1-million gallon capacity. Ordering these essential materials now will provide the best opportunity to ensure that the proposed Project will be ready to deliver water in July 2022. At present, with orders placed by the end of October, 2021 indications are from the steel pipe fabricators that the first pipe will not arrive on the jobsite until early March 2022. Additionally, regular pumps that would be installed in an existing pump station often have lead times of six months or more and the mobile pump stations will likely have an even longer lead time. The bolted steel tanks are an essential component of the proposed Project serving as a buffer between East Bay MUD and the District and are anticipated to arrive on-site in April.

The project team created request for quotation packages for these materials and is currently soliciting quotes which are due October 14, 2021. Due to the complexity of the mobile pump stations only one vendor was identified, Patterson Pump, and they have agreed to a price

negotiation process where they will demonstrate to the District that the District is not being asked to over pay for the pump stations by providing information on prior sales of similar equipment. Both the steel pipe and the bolted steel tanks quotation packages were sent to multiple vendors. Normal practice is for the District to award to one vendor on the basis of price alone, however due to the volume and short time frame it may be necessary for the General Manager negotiate and execute supply agreements for pipe with more than one vendor.

While staff is asking the board to approve the proposed Project, and to authorize the General Manager to execute a Cooperative Agreement with CCWD and to carry out the pre-purchase of materials necessary for the timely construction of the proposed Project, staff acknowledges that there still exist uncertainties with respect to the level of need for the proposed Project based on rainfall levels this coming winter. To the extent feasible, staff has analyzed and identified ways to mitigate the upcoming expenditures if the board later determines that the proposed Project is no longer necessary to meet the needs of the District.

Staff received informal quotes for the materials as follows:

Supplier	Pipe	Pump Station	Tank
Northwest Pipe	\$16,724,667.90		
Thompson Pipe Group	\$19,315,692.00		
Patterson Pump		\$3,714,663.88	
Paso Robles Tank			\$1,966,500.00
Superior Tank			\$2,510,534.41

Every attempt was made to obtain multiple quotations for these materials however for the mobile pump stations there were very few suppliers capable of producing the equipment and one of the two suppliers that were able to meet the specifications indicated that they were unable to source the equipment in the timeframe that is required and did not submit a quote. Patterson Pump provided the only quote for the pump stations. Staff has compared the quote to recent purchases of a similar mobile pump station and finds the provided quote to be reasonable in comparison. Staff has conducted a review of the pipeline materials quotations and can confirm that Northwest Pipe has the lowest responsible quote. Despite two bolted steel tank suppliers showing interest in the project, Superior Tank provided the only quote for the Steel Tanks. Overall staff is satisfied that the suppliers with the lowest quotes are well known suppliers and fully capable of meeting the specifications. Given the extremely rapid pace with which the design team is moving it is likely that some level of change in the quantity of pipeline material will be needed therefore staff is requesting a 5% contingency of the pipeline materials be authorized to support necessary changes in design.

The total cost for the pre-purchase of materials is as follows:

Pipe - \$16,724,667.90  
Pipe contingency (5%) - \$836,233  
Pumps - \$3,714,663.88  
Tanks - \$1,966,500.00  
Total - \$23,242,064.80

Staff is seeking the board's approval to authorize the General Manager to finalize and execute supply agreements for pipe, pump stations and steel storage tanks in an amount not to exceed \$23,786,099.59 which includes a 5% contingency for additional pipeline materials in the amount of \$826,233 for potential required design changes.

### **Environmental Review**

The proposed action was reviewed relative to the California Environmental Quality Act (CEQA) and CEQA Guidelines. This review finds that the proposed project qualifies for a Statutory Exemption under Section 15269 Emergency Projects as described in further detail below.

Under Section 15269, the following actions are statutorily exempt from the requirements of CEQA:

*(c) Specific actions necessary to prevent or mitigate an emergency. This does not include long-term projects undertaken for the purpose of preventing or mitigating a situation that has a low probability of occurrence in the short-term, but this exclusion does not apply (i) if the anticipated period of time to conduct an environmental review of a such a long-term project would create a risk to public health, safety or welfare, or (ii) if activities (such as fire or catastrophic risk mitigation or modifications to improve facility integrity) are proposed for existing facilities in response to an emergency at a similar existing facility.*

The District has experienced two successive dry winters with below average rainfall, resulting in reservoir storage volumes at historically low levels. At its April 20<sup>th</sup>, 2021 meeting, the Board, under Resolution 8630, declared a water shortage emergency. Subsequently, an emergency was declared at the County level, and on July 8<sup>th</sup>, Governor Newsom declared a drought emergency for Marin County. To help manage the water shortage emergency, the District proposes to construct the Emergency Intertie Project. The proposed Project will allow the District to import water to assist in maintaining the essential public service of water delivery to its customers and to mitigate the emergency. This action is consistent with the intent of the Emergency Project exemption.

This action qualifies for an exemption under 15269 Emergency Projects of the CEQA Guidelines. A copy of the draft Notice of Exemption is provided in Attachment 1.



### **FISCAL IMPACT**

The cost to purchase and convey transfer water through CCWD is approximately \$10 million. The pre-purchase of materials is \$23,242,064.80. The total fiscal impact of actions considered

in this staff report is \$33,242,064.80. These are unbudgeted expenditures and will be funded from future bond issuance currently scheduled for December 2, 2021. Any funds needed prior to mid-December when bond funds will be available will come from reserves.

**ATTACHMENT(S)**

1. CEQA Notice of Exemption
2. Resolution
3. Cooperative Agreement with Contra Costa Water District

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

# Notice of Exemption

Item Number: 05  
Attachment: 01



Filing Requested by and When Filed Return To:

Marin Municipal Water District  
220 Nellen Ave  
Corte Madera, CA 94925  
Attn: Crystal Yezman, Director of Engineering

**Project Title:** Marin East Bay Emergency Intertie Project

**Project Location:** The Marin East Bay Emergency Intertie Project (Project) includes the construction and operation by Marin Municipal Water District (MMWD or District) of water transmission, pumping, and storage facilities in the City of San Rafael in Marin County, in the City of Richmond in Contra Costa County, California, and within the Interstate 580 (I-580) right-of-way across the Richmond-San Rafael (RSR) Bridge, which is owned by the State of California and under the jurisdiction of California Department of Transportation (Caltrans). Refer to Figure 1 for the location of the Project and its components. In Richmond, the Project includes a pump station and tie-in to a pipeline owned and operated by East Bay Municipal Utility District (EBMUD), as well as several segments of pipeline in streets within the Point Richmond neighborhood. The proposed EBMUD tie-in and the pump station are located near Tewksbury Avenue and Castro Street; the proposed pipeline alignment extends westward from the tie-in location in public rights-of-way (including the I-580 right-of-way) to Marin County. Proposed facilities in Marin County include a pump station and storage facilities (two tanks) on MMWD-owned property near Pelican Way and Kerner Boulevard and transmission pipeline in public rights-of-way.

## **Description of Nature, Purpose and Beneficiaries of Project**

MMWD proposes to construct and operate the Project to address emergency drought conditions in Marin County and the State of California. The Project includes the short-term transfer of water to MMWD, and the construction, operation, and maintenance of potable water infrastructure to connect the treated water systems of MMWD and EBMUD. A key component of the infrastructure is a water pipeline to be supported by the RSR Bridge.

## **Existing Conditions**

**Existing MMWD Facilities.** MMWD supplies water to approximately 191,000 customers throughout Marin County. MMWD currently owns property on Pelican Way near Kerner Boulevard in San Rafael, which is used for equipment storage and temporary storage of spoils. MMWD also owns and operates a water transmission main at the proposed western tie-in location in Sir Francis Drake Boulevard west of Andersen Drive.

**Existing EBMUD Facilities.** EBMUD provides water service to much of the East Bay, including the City of Richmond. EBMUD also operates a 20-inch diameter transmission main in Tewksbury Avenue to which proposed facilities would connect.

## **Proposed Actions, Facilities, and Operations**

**Water Supply.** As part of the Project, MMWD would enter into an agreement or agreements with one or more water suppliers known to participate in water transfers, for the short-term transfer of an estimated 15,000 acre-feet. Treated water would be transferred to MMWD via EBMUD facilities, consistent with an operations agreement that would be executed between MMWD and EBMUD. Raw water purchased by MMWD could be conveyed to EBMUD several ways through existing facilities. The duration of the transfer is anticipated to be one year; if the current drought persists, MMWD may seek to extend the agreement. The specific water contractor(s) would be confirmed at a later date.

**Facilities.** The Project includes the following proposed facilities:

- **Richmond Pump Station.** The Richmond Pump Station would be located in the vicinity of Castro Street and Tewksbury Avenue in Richmond, drawing water from EBMUD's system and discharging it to the proposed Marin East Bay

Transmission Pipeline described below. The pump station would consist of three to four pumps and electrical equipment in a fabricated structure (about 50 feet by 15 feet) and mounted on a skid, an emergency diesel generator set (about 50 feet by 15 feet), and associated piping. The pump station would have a capacity of 12.5-million gallons per day (mgd). A 24-inch pipeline connection would connect to EBMUD's distribution system in Tewksbury Avenue. A combination of approximately 1,400 feet of 6-inch pipelines will be installed or replaced for EBMUD's distribution system in the Point Richmond neighborhood, including pipeline segments in Clarence Street, Contra Costa Street, Western Street, Eddy Street, West Richmond Avenue, and Marine Street. These pipelines would be needed to ensure that pressure changes associated with the Richmond Pump Station do not affect existing EBMUD customers.

- **Marin East Bay Transmission Pipeline.** The Project includes approximately 8 miles of up to 24 inch (inner diameter) pipeline, as follows (refer to Figure 1):
  - **Eastern Reach.** The proposed pipeline alignment east of the RSR Bridge extends from the Richmond Pump Station in the multi-use pathway adjacent to East Standard Avenue, within the pathway along the west side of Marine Street beneath I-580, and then continues along the pathway on the north shoulder of I-580. This segment of the pipeline would be buried. At the Scofield Avenue undercrossing of I-580, the pipeline would be attached to the soffit of the freeway bridge. West of the Scofield Avenue undercrossing, the pipeline would be installed beneath the multi-use pathway west to Stenmark Drive where it would become above grade at the eastern abutment of the RSR Bridge.
  - **RSR Bridge Reach.** From Stenmark Drive, the proposed pipeline alignment continues across the RSR Bridge. Where the RSR Bridge includes an upper and lower deck, the pipeline would be installed along the underside of the upper deck. Where the RSR Bridge transitions to a single-deck configuration, the pipeline would be installed on top of the concrete pile caps of the RSR Bridge on the north side of the deck. MMWD continues to work with Caltrans regarding the specific location and means of construction across the RSR Bridge.
  - **Western Reach.** The first segment of the proposed pipeline alignment within Marin County exits the RSR Bridge as an above grade pipeline and returns to a below grade pipeline at Francisco Boulevard East, continuing westerly to Morpheus Way and then to Pelican Way and the MMWD property at Pelican Way near Kerner Boulevard.
- **Pelican Way Tanks and Pump Station.** The Western Reach of the Marin East Bay Transmission Pipeline would discharge to two proposed one-million-gallon bolted steel tanks that would be constructed on MMWD property. The tanks, measuring approximately 45 feet high and 90 feet in diameter and built of either bolted steel, would be constructed on a foundation supported on piles. The new 12.5 mgd Pelican Way Pump Station would draw water from those tanks and discharge to the Marin Transmission Pipeline. The design of the Pelican Way Pump Station is identical to the Richmond Pump Station.
- **Marin Transmission Pipeline.** This pipeline extends from the proposed Pelican Way Pump Station and tanks to Francisco Boulevard East, then to Bellam Boulevard. The Marin Transmission Pipeline then follows Bellam Boulevard and Andersen Boulevard to Sir Francis Drake Boulevard. There would be multiple tie-ins to existing District pipelines along the alignment.

**Construction.** Construction is expected to last approximately six months in 2022. Construction is expected to occur seven days per week, with night work on the RSR Bridge and other select locations to reduce disruption of traffic, accommodate specific construction techniques, and advance the schedule. Construction could occur on the RSR Bridge in multiple locations, west of the RSR Bridge, and east of the RSR Bridge simultaneously. Primary staging would be on District-owned land at Pelican Way and Kerner Boulevard in San Rafael. Secondary staging would occur in Richmond at the site of the Richmond Pump Station, and a third staging area near the east end of the RSR Bridge may also be used.

**Operations.** As indicated above, MMWD would acquire water from a third party under a short-term transfer. The water would be transferred to MMWD via existing EBMUD facilities. The Richmond Pump Station would pump water to the Pelican Way tanks in San Rafael via the Marin East Bay Transmission Pipeline. The Pelican Way pump station would then boost the water through the Marin Transmission Pipeline and into MMWD's distribution system. The duration of the transfer is anticipated to be one year; if the current drought persists, MMWD may seek to extend the agreement. The pipeline would be able to convey up to 12.5 mgd at a peak instantaneous rate. MMWD would be responsible for operations and maintenance of the proposed facilities.

**Environmental Features Proposed as Part of the Project.** During Project planning and design, MMWD incorporated strategies and features to avoid adverse effects on environmental resources, consistent with the intent of CEQA. Examples include avoidance of cultural resources through pipeline routing and reduction in anticipated operational noise from pump station operations through the use of line power instead of generators where feasible.

**Permits and Approvals.** The Project may require permits and approvals from the following agencies:

- State Water Resources Control Board: Approval of short-term water transfer

- United States Bureau of Reclamation: Approval of short-term water transfer
- Caltrans: Encroachment permit and Directors Order
- San Francisco Bay Conservation and Development Commission
- City of San Rafael: Encroachment permit
- City of Richmond: Encroachment permit
- EBMUD: Operations agreement
- Federal Highway Administration

MMWD will continue to incorporate environmental features into the Project as design progresses, and will comply with all conditions in permits and approvals issued for the Project. MMWD will coordinate with Caltrans to assure compliance with the National Environmental Policy Act to the extent applicable.

### **Background Information, Purpose of and Need for the Project**

**Summary of MMWD Water Supply Sources.** MMWD supplies water to approximately 191,000 customers in Marin County. Approximately 75 percent of MMWD's water supply comes from water stored in a total of seven reservoirs on Mount Tamalpais and in west Marin, and approximately 25 percent of the water supply is imported from the Sonoma County Water Agency (Sonoma Water) via the North Marin Aqueduct. Both MMWD and the North Marin Water District receive their imported water supply via the North Marin Aqueduct, which is owned by the North Marin Water District. MMWD's imported water supply is received at its Ignacio Pump Station in Novato, which is located downstream of the North Marin Water District's Aqueduct turnouts. MMWD's contracts with Sonoma Water identify the maximum volumes to be imported: 12.8 mgd during the months of May to September and 17.0 to 23.0 mgd from October to April. However, to date, Marin Water has never needed the maximum volumes, averaging 8.81 mgd during peak months over the last five years, with a high of 10.07 mgd in 2016.

**Continuing Drought Conditions.** The County of Marin and much of California is facing an exceptional drought. After two successive dry winters with significantly below average rainfall, MMWD reservoir storage volumes are at historical low levels. As of September 12, 2021, MMWD's reservoirs are at 36 percent of average storage volume, or 28,677 acre-feet, and are projected to have as little as 25,000 to 20,000 acre-feet in storage on December 1, 2021. In the absence of above average rainfall and runoff over the remainder of the water year and beyond, the MMWD's reservoir storage levels could be below 10,000 acre-feet in late summer/early fall 2022. MMWD has never operated its reservoirs at this level and there exists a great deal of uncertainty as to whether the District would be able to continue to meet its water supply demand. Regarding supplies from Sonoma Water, as of September 13th, 2021, Lake Sonoma had 113,874 acre-feet of water, which is 46.5 percent of capacity and approximately 55 percent of historical average for this time of year. Due to the lack of water, Sonoma Water has reduced allocations to its retail customers, including MMWD. From July through September 2021, MMWD will be restricted to 4 mgd with a slight increase in October to 4.6 mgd (compared to a typical import of 8.8 mgd). The reduced allocations are expected to continue if rainfall is below average in the fall.

**Drought Response.** To preserve MMWD's limited water supply, the MMWD Board of Directors (Board) adopted Resolution 8624 on February 16, 2021 providing initial drought water conservation actions for MMWD customers to voluntarily reduce their water usage. At the April 20, 2021 meeting, the Board adopted Resolution 8630 declaring a water shortage emergency and adopted an ordinance setting forth a comprehensive list of mandatory water conservation measures and water use restrictions. At the May 18, 2021 meeting, the Marin County Board of Supervisors voted unanimously to declare a local emergency and acknowledge the imminent threat of a public health and safety emergency related to local dry conditions and water supplies. Subsequently, on July 8, 2021, Governor Gavin Newsom added Marin County to a list of 50 out of 58 counties in California that are in a drought state of emergency and calling for state agencies to provide assistance where appropriate, including the expeditious consideration of water transfer requests. The goal of the mandatory water use restrictions adopted by MMWD is to achieve a 40 percent reduction in water use districtwide. Restrictions include but are not limited to the following: spray irrigation is limited to one day a week, with each community having a designated watering day; drip irrigation is limited to any two days per week; recommendation to turn off irrigation systems and spot water by hand, only when necessary; prohibition on outdoor water between 9:00 a.m. and 7:00 p.m. to prevent evaporation; all pools and spas must be covered; no washing of vehicles at home; no power-washing of any structures or hardscape; and no installation of potable water irrigated landscaping for new water services connections during the drought. In addition to implementing restrictions, MMWD also provides ways to help save water with conservation tips, water-efficient fixtures, rebates, and other programs. As of mid-July 2021, a 23 percent reduction was observed from baseline water use. The District has recently filed a Temporary



Urgency Change Petition requesting modifications to instream flow requirements to help preserve reservoir storage levels. Even with these aggressive measures, MMWD's 191,000 customers are projected to run out of water as early as July 2022 if the drought continues.

**Urgent Need for the Project.** An urgent need for the Project exists because of the extremely low storage levels in MMWD's reservoirs and the fact that without supplemental water supply, MMWD customers are threatened with an imminent public health and safety emergency from inadequate water supply. Such depletions in storage and reductions or eliminations of water supplies would cause serious impacts to human health and welfare. As indicated above, MMWD's 191,000 customers are projected to run out of water as early as July 2022 if the drought continues. Approval of the NOE is therefore necessary at this time to prevent and mitigate loss of, or damage to, public health and essential public services.

**Public Agency Approving Project:** Marin Municipal Water District

**Name of Person or Agency Carrying Out Project:** Marin Municipal Water District

**CEQA Exemption Status:** Emergency Project (Sec. 21080 (b)(4); 15269 (c)): Specific actions necessary to prevent or mitigate an emergency.

**Reasons for Exemption:** The proposed action is statutorily exempt under California Environmental Quality Act (CEQA) Statute 21080(b)(4).

*A. Actions to Prevent or Mitigate an Emergency*

California Public Resources Code, Division 13, Section 21080(b)(4) provides that specific actions necessary to prevent or mitigate an emergency are exempt from CEQA. The County of Marin and much of California is facing an exceptional drought. At the April 20, 2021 meeting, the MMWD Board of Directors adopted Resolution 8630 declaring a water shortage emergency and adopted an ordinance setting forth a comprehensive list of mandatory water conservation measures and water use restrictions. At the May 18, 2021 meeting, the Marin County Board of Supervisors voted unanimously to declare a local emergency and acknowledge the imminent threat of disaster related to local dry conditions and water supplies. Subsequently, on July 8, 2021, Governor Gavin Newsom added Marin County to a list of 50 out of 58 counties in California that are in a drought state of emergency, which Proclamation included the suspension of environmental review by state and local agencies to the extent necessary to carry out actions pertaining to the drought response and mitigation. As of September 12, 2021, the water supply storage level in Marin Water's reservoirs was 28,677 acre-feet, which is less than 36 percent of capacity. The current low storage level is the result of severely low rainfall in the region. As measured at Lake Lagunitas, recorded rainfall for January 1, 2020 through August 1, 2021 was approximately 32 inches, the lowest total rainfall for the 20-month period in 142 years. Furthermore, MMWD typically receives about 25 percent of its supply from Sonoma Water, which is in similar drought conditions. As a result of this drought, Sonoma Water has begun curtailing the amount of water available to its contractors throughout this drought period, and MMWD's supply from Sonoma Water has been cut in half. Without significant storm events in the near future, results of modeling show storage levels in MMWD's reservoirs to be below 25,000 acre-feet by December 2021. Even with aggressive mandatory conservation measures, MMWD's 191,000 customers are projected to run out of water as early as July 2022 if the drought continues. Accordingly, the Project is statutorily exempt from CEQA because it is necessary to prevent or mitigate an emergency—in this case, a proclaimed drought emergency—that poses a clear and imminent danger. (Pub. Resources Code, §§ 21060.3 & 21080, subd. (b)(4); Cal. Code Regs., tit. 14, § 15269, subd. (c).)

**Lead Agency Contact Person:** Crystal Yezman, Director of Engineering

**Telephone:** (415) 945-1100

---

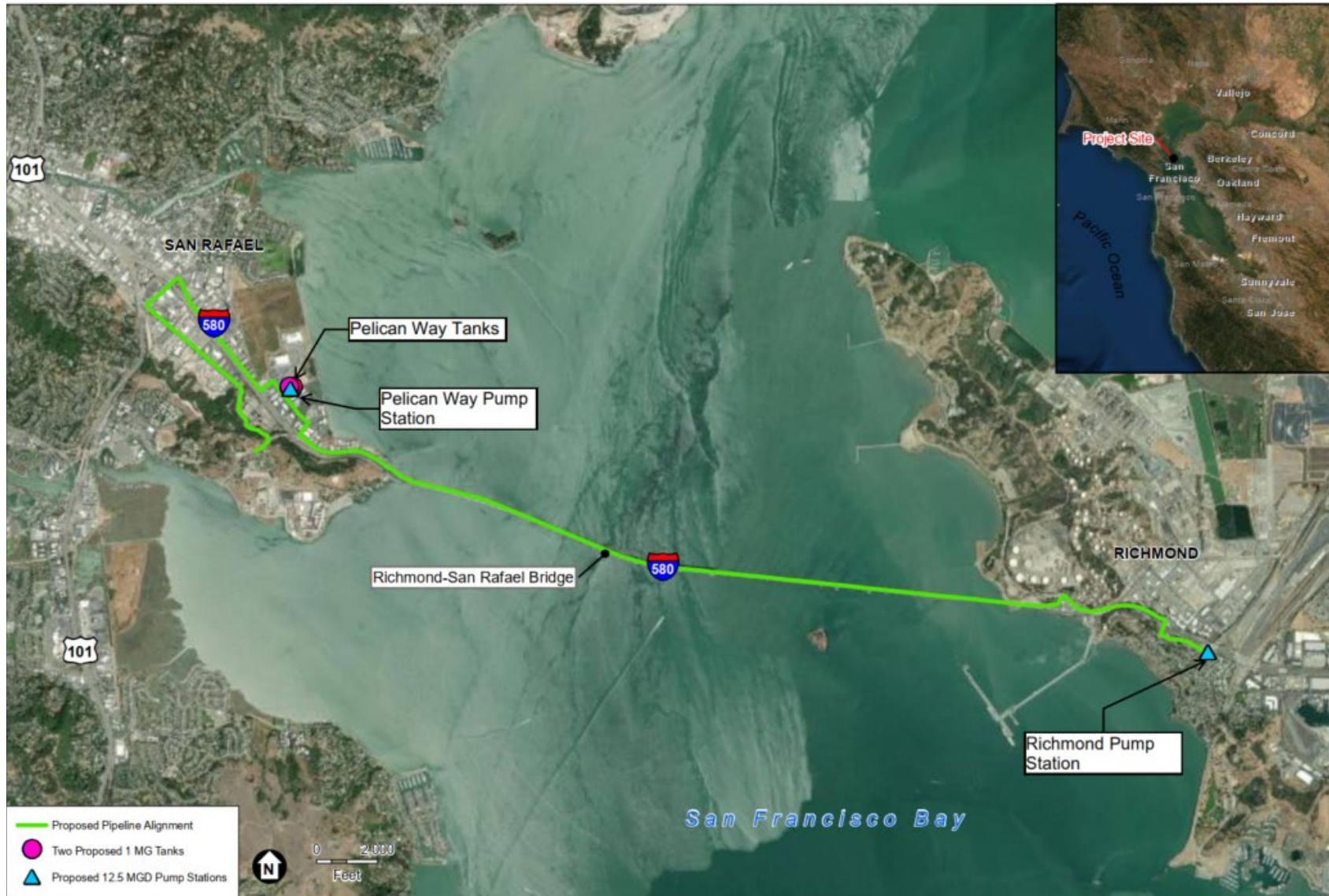
**Crystal Yezman, Director of Engineering**

**Date**

# Notice of Exemption

Item Number: 05

Attachment: 01



SOURCE: Woodward & Curran, 2021; ESA, 2021

Marin East Bay Emergency Intertie Project

**Figure 1**  
Project Location and Components

**MARIN MUNICIPAL WATER DISTRICT**

**RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT  
APPROVING THE MARIN EAST BAY EMERGENCY INTERTIE PROJECT, AUTHORIZING THE  
GENERAL MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH CONTRA COSTA WATER  
DISTRICT AND AUTHORIZING THE GENERAL MANAGER TO CARRY OUT THE PRE-PURCHASE OF  
MATERIALS FOR PROJECT CONSTRUCTION**

**WHEREAS**, the District's potable water supply is limited to water captured in its seven reservoirs and water conveyed from the Russian River, both dependent on annual rainfall, and further depends on conservation and the use of recycled water where available; and

**WHEREAS**, the District has experienced two successive dry winters in 2020 and 2021 with historically low rainfall and runoff; and

**WHEREAS**, on April,20, 2021, the Board of Directors adopted Resolution 8630 declaring a water shortage emergency and adopted an ordinance setting forth a comprehensive list of mandatory water conservation measures and water use restrictions, which have been expanded over the course of the past several months, including the addition of water use limits; and

**WHEREAS**, on May 18, 2021, the Marin County Board of Supervisors voted unanimously to declare a local emergency and acknowledge the imminent threat of disaster related to local dry conditions and water supplies, and on July 8, 2021, Governor Gavin Newsom added Marin County to a list of 50 out of 58 counties in California that are in a drought state of emergency, which Proclamation included the suspension of environmental review by state and local agencies to the extent necessary to carry out actions pertaining to the drought response and mitigation; and

**WHEREAS**, the District typically receives about 25 percent of its supply from Sonoma Water, which is in similar drought conditions and as a result of this drought, Sonoma Water has curtailed the amount of water available to its contractors throughout this drought period, and the District's supply from Sonoma Water is anticipated to continue to be curtailed; and

**WHEREAS**, as of October 14, 2021, the water supply storage level in Marin Water's reservoirs was 26,117 acre-feet, which is less than 33 percent of capacity as a result of severely low rainfall in the region, recorded rainfall for January 1, 2020 through August 1, 2021 was approximately 32 inches, the lowest total rainfall for the 20-month period in 142 years; and

**WHEREAS**, the District's analysis based on historical hydrological data indicates that in the absence of above average rainfall and runoff, reservoir storage levels are projected to be between 22,000 to 25,000 AF on December 1, 2021; and

**WHEREAS**, projections indicate that another dry water year could result in reservoir storage levels as low as 10,000 acre feet in summer or fall of 2022, meaning that even with aggressive mandatory conservation measures, the District's 191,000 customers are projected to run out of water as early as July 2022 if the drought continues; and

**WHEREAS**, in an effort to ensure that water is available for customers, the District is proposing to construct an emergency intertie pipeline across the Richmond San Rafael Bridge (SRS Bridge) to connect to the East Bay Municipal Utilities District (East Bay MUD) distribution system to allow water purchased on the transfer market to be wheeled by East Bay MUD to the District and for which the District has entered into a Memorandum of Understanding with East Bay MUD to facilitate this work; and

**WHEREAS**, the feasibility of the pipeline segment on the RSR Bridge has been established and engineering teams are designing the proposed Project and have undertaken detailed planning indicating that pipe, pumps and other essential components must be ordered well in advance of construction due to long lead times on such materials; and

**WHEREAS**, to ensure that transfer water is available for the District's use staff has been collaborating with the Contra Costa Water District to secure supply and staff has prepared a draft cooperative agreement to facilitate this work; and

**WHEREAS**, staff has conducted a review and analysis of the proposed Project pursuant to the requirements of the California Environmental Quality Act (CEQA) and has found that the proposed Project qualifies for a statutory exemption under CEQA in accordance with California Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269 Emergency Projects in that the proposed Project will allow the District to import water as necessary to maintain the essential public service of water delivery to its customers and to mitigate the emergency.

**NOW, THEREFORE, BASED ON THE FINDINGS SET FORTH ABOVE WHICH ARE HEREBY ADOPTED BY THE BOARD, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

1. The Board hereby approves the Marin East Bay Emergency Intertie Project as necessary to meet water supply during continued drought conditions; and
2. The Board hereby authorizes the General Manager to finalize and execute a Cooperative Agreement with the Contra Costa Water District to facilitate the Project including the purchase of water in amount not to exceed \$10,000,000 depending on need and actual water transfers; and

3. The Board hereby authorizes the General Manager to carry out the pre-purchase of materials needed to timely construct the Project, including specifically the pre-purchase of pipe, temporary pumps and steel tanks, and to finalize and execute supply agreements for pipe, pump stations and steel storage tanks in an amount not to exceed \$23,242,064.80 which includes a 5% contingency in the amount of \$836,233 for potential required changes to the pump stations; and
4. The Board further finds that the Project is statutorily exempt from further CEQA review in accordance with the California Public Resources Code section 21080(b)(4) and CEQA Guidelines section 15269 in that the Project will allow the District to import water as necessary to maintain the essential public service of water delivery to its customers and to mitigate the emergency.

**PASSED AND ADOPTED** this 19th day of October, 2021, by the following vote of the Board of Directors.

**AYES:**

**NOES:**

**ABSENT:**

---

**Cynthia Koehler**  
**President, Board of Directors**

**ATTEST:**

---

**Terrie Gillen**  
**Board Secretary**

**Cooperative Agreement for Water Transfer Project  
Between Marin Municipal Water District and Contra Costa Water District**

This is an Agreement made as of \_\_\_\_\_, 2021 between Marin Municipal Water District, hereinafter referred to as “MMWD”, and Contra Costa Water District, hereinafter referred to as “CCWD”. MMWD is a Municipal Water District organized and existing under the Municipal Water District Law of 1911 (codified at Division 20 of the California Water Code) and CCWD is a County Water District organized and existing under the California County Water District law (codified at Division 12 of the California Water Code). Throughout this Agreement MMWD and CCWD may be referred to together as the “Parties”, or individually as a “Party”.

**RECITALS**

WHEREAS, since the execution of the Bay Area Regional Reliability Project Memorandum of Agreement in 2015, Alameda County Water District, Contra Costa Water District, East Bay Municipal Utility District, Marin Municipal Water District, San Francisco Public Utilities Commission, Santa Clara Valley Water District, and Zone 7 Water Agency, have worked cooperatively to address water supply reliability concerns and drought preparedness on a mutually beneficial and regionally focused basis;

WHEREAS, ongoing and unprecedented drought conditions in 2021 have resulted in varying degrees of water supply shortages in different regions around the state and have necessitated measures to mitigate the effects of the drought;

WHEREAS, Governor Newsom’s proclamation of a drought state of emergency for 50 of the 58 counties in California, including Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Sonoma, and Solano, with a call for voluntary water conservation of 15 percent across the state and directs state agencies to assist local agencies in moving water to areas of need;

WHEREAS, on April 20, 2021, MMWD declared a water shortage emergency pursuant to Water Code sections 350, et seq. and 71640, et seq. as set forth in Board Resolution No. 8630, and adopted mandatory water use restrictions with the goal of reducing overall water use by 40 percent districtwide; and

WHEREAS, the Marin County Board of Supervisors voted unanimously to declare drought emergency on May 18, 2021; and;

WHEREAS, CCWD completed expansion of Los Vaqueros Reservoir to 160,000 acre-feet in 2012 and has determined that a portion of the water stored in the expanded Los Vaqueros Reservoir could be made available over the near term to local agencies, while remaining consistent with the principles for participation in the expansion of Los Vaqueros Reservoir adopted by CCWD’s Board of Directors (Resolution No. 03-24);

WHEREAS, in July 2021, CCWD and MMWD executed a letter of intent that indicates the Parties will work together towards a water transfer and storage agreement for up to 15,000 acre-feet of water to MMWD should drought conditions continue in 2022.

NOW, THEREFORE, CCWD and MMWD agree that the above recitals are hereby incorporated into and made a part of this Agreement, and further agree as follows:

## 1. DELIVERIES

This Agreement is between MMWD and CCWD for CCWD to use Los Vaqueros Reservoir and CCWD's existing conveyance facilities to facilitate the delivery of up to 15,000 acre-feet of transfer water to MMWD before June 30, 2024 or such later agreed date if the period for performance is extended pursuant to Section 15 of this Agreement. The water transferred shall be used solely within MMWD's service area.

CCWD and MMWD's distribution systems are not directly connected. Completion of this transfer would require a separate agreement between MMWD and East Bay Municipal Utility District, hereinafter referred to as "EBMUD", and potentially other third-party water agencies, to wheel the transfer water to MMWD. MMWD is responsible for obtaining all necessary permits and agreements and for constructing the necessary conveyance facilities between CCWD and MMWD to receive the transfer water.

## 2. WATER SOURCES

The source of the transfer water will be either:

- a. Up to 15,000 acre-feet of water from Yuba Water Agency, hereinafter referred to as "YWA", and/ or other suppliers as mutually agreed upon by MMWD and CCWD. The purchased water will be diverted in 2022, subject to appropriate carriage water losses, from one or more of the following diversion locations:
  - By CCWD at either their Rock Slough, Old River, or Middle River diversion facilities, either to storage in CCWD's Los Vaqueros Reservoir or for use in CCWD's service area in lieu of Los Vaqueros releases needed for water supply, creating a credit for MMWD.
  - By EBMUD at their Freeport diversion facility for direct treatment and delivery to MMWD, or delivery to Los Vaqueros Reservoir for storage.
- b. Up to 5,000 acre-feet of CCWD's water previously stored in Los Vaqueros Reservoir, which would be made available for MMWD's purchase in 2022 only if:
  - Despite the best efforts of all Parties, CCWD and MMWD cannot secure the necessary agreements and approvals to purchase all of the transfer water from YWA and/or other supplier and divert the transfer water to storage in LV;
  - MMWD's local water supply is projected to be at the emergency levels on or before December 31, 2022;
  - MMWD has implemented measures to achieve the 40% water conservation mandate;
  - CCWD's CVP Contract allocations in 2021 and 2022 are not less than CCWD's Public Health and Safety needs; and
  - CCWD's projected Los Vaqueros storage for December 31, 2022, is not less than 44,000 acre-feet after the transfer to MMWD.

### 3. APPROVALS

The Parties will work cooperatively to obtain the regulatory approvals necessary to implement this project, including from the State Water Resources Control Board (“State Water Board”) and the U.S. Bureau of Reclamation (“Reclamation”). (1) A temporary change petition needs to be filed with the State Water Board to add CCWD’s existing intakes as points of diversion for YWA and/or other supplier’s water rights. (2) Reclamation approval of the project will require review under the National Environmental Policy Act. (3) This transfer is exempt from the requirements of the California Environmental Quality Act; however, the Parties may choose to file Notices of Exemption.

MMWD shall be responsible for the fees incurred for this project, including those charged by the State Water Board and Reclamation associated with the approvals as described in this Section 3. Each Party shall be responsible for its own staff time and related costs that are not otherwise discussed in this Section 3. The Parties may contract for outside assistance to secure these approvals, which shall be paid for through a separate cost sharing arrangement as may be agreed to by the Parties in writing.

### 4. OPERATIONAL COORDINATION

The Parties will work cooperatively to develop schedules for diversion, conveyance, storage, and delivery of the transfer water, and will set forth the procedures, dates, times, rates of delivery and other pertinent data regarding delivery operations, in conjunction with YWA and or other suppliers, Reclamation, and EBMUD, and other third-party water agencies, for delivering the transfer water to MMWD as discussed in Section 1. If the transfer water is delivered through exchange from storage in LV, it will be subject to 8% per year evaporation losses (prorated by month if stored for less than a year).

### 5. PRICE AND PAYMENT

MMWD will reimburse CCWD for the costs to purchase, convey, and store the transfer water. The cost calculation methodology for this project is described in Exhibit A, which is attached hereto and incorporated herein by this reference as if fully set forth. CCWD shall provide an invoice, as calculated per Exhibit A, to MMWD, within 30 days of the completion of the project. MMWD agrees to pay CCWD the amount of the invoice within 60 days of receipt.

### 6. INCOMPLETE TRANSFER AND REFUND

The Parties recognize the possibility that, after the transfer water has been purchased and stored in Los Vaqueros Reservoir, a part or all of the stored transfer water might not be delivered to MMWD prior to June 30, 2024, or such later agreed date if the period for performance is extended pursuant to Section 15 of this Agreement. Situations that are beyond CCWD’s control that could prevent the transfer from being completed include, but are not limited to, MMWD no longer needing the transferred water due to changed supply conditions or inability to proceed with the construction of water conveyance facilities necessary to deliver the water to MMWD, lack of Reclamation or State Water Board of approval for the transfer, EBMUD inability to deliver the transferred water to MMWD, or Los Vaqueros Reservoir storage drawdown for construction of the Phase 2 Los Vaqueros Reservoir Expansion Project.



Under this circumstance, CCWD will use best efforts to use and/or remarket the transfer water stored in Los Vaqueros Reservoir. CCWD will refund MMWD for CCWD's associated avoided cost, which is the 2022 CVP water rate (see Exhibit A Table 2), within 60 days upon termination of this Agreement.

#### 7. REMEDIES NOT EXCLUSIVE

The use by any Party of any remedy for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.

#### 8. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

#### 9. NOTICES

Any notices required by this Agreement shall be deemed given upon receipt and shall be delivered or mailed, United States first-class postage prepaid, addressed as follows:

CCWD: General Manager  
Contra Costa Water District  
1331 Concord Avenue  
P.O. Box H2O  
Concord, CA 94524

MMWD: General Manager  
Marin Municipal Water District  
220 Nellen Ave  
Corte Madera, CA 94925

Any Party may amend its address for notice by sending notice to the other Parties.

#### 10. INTEGRATION

This Agreement constitutes the entire agreement between the Parties with respect to the matters covered by its terms. This Agreement supersedes all prior proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters discussed herein, whether written or oral. Sections 1 through 6 of this Agreement excepted, should any provision of this Agreement be found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be enforced to the full extent permitted by law. Except as may be specifically provided, nothing herein is intended to waive or abridge any rights or obligations that a Party may have pursuant to any other agreements with the United States or the State of California.

#### 11. DISPUTE RESOLUTION

Should any dispute arise concerning any provisions of this Agreement, or the Parties' rights and obligations thereunder, the Parties shall meet and confer in an attempt to resolve the dispute.

Prior to commencing legal action, the Party asserting a breach or dispute shall provide to the other Party or Parties 30 days' written notice of the intent to take such action and the basis of the dispute or alleged breach. Within 20 days of delivery of the notice, the Parties shall meet and confer in an attempt to resolve the contested issues. Each Party will designate a member of the Party's executive management to conduct the negotiation in good faith.

The Parties shall make good faith efforts to resolve all disputes related to this Agreement at the lowest possible cost, subject to the approval of the Parties' respective governing bodies. Each Party shall bear its own attorneys' fees and costs in all aspects of dispute resolution. Unless the Parties agree upon an alternative forum of dispute resolution, any litigation concerning claims and disputes related to this Agreement shall be filed in and timely prosecuted to conclusion in the Superior Court in and for Contra Costa County, and each party hereby waives its right to move to change venue.

## 12. INDEMNITY

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party is responsible in proportion to its fault for all liability, including but not limited to personal injury or property damage that may arise out of this Agreement, except to the extent such injury, damage, or loss was caused by the negligence or willful misconduct of any other Party, or its officers, agents, or employees. Each Party expressly agrees to defend, indemnify, and hold harmless the other Parties and their Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from the first Party's, its associates, employees', sub-consultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in its performance under this Agreement.

Each Party shall be responsible for any adverse impacts to its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Parties, their associates, employees, sub-consultants, or other agents.

Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that each Party's facilities and operations, including water rights, entitlements and contracts, are not impaired or damaged.

The Parties agree that no Party will hold any other Party responsible for the inability to obtain regulatory agency approvals necessary for the implementation of any provisions of this Agreement, so long as each Party has acted with reasonable diligence to obtain the approvals.

## 13. MODIFICATIONS

All modifications or amendments to this Agreement shall be in writing and signed by all Parties.

## 14. ASSIGNMENT: SUCCESSORS AND ASSIGNS OBLIGATED

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein shall be valid unless and until the assignment or transfer is approved in writing by all

Parties. Thereupon, this Agreement and all of its provisions shall apply to and bind the successors and assigns of the Parties hereto.

#### 15. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon execution by all Parties as indicated by the date first written above. This Agreement may be terminated by any Party, as to the terminating Party, upon thirty (30) days written notice to the other Parties. If the project is not complete prior to June 30, 2024, the Parties may agree to amend this Agreement to extend the time period.

#### 16. SIGNATURES

This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to the use of electronic (in portable document format) or digital signatures for this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives on the date first written above.

Approved as to legal form:

MARIN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_  
Ben Horenstein, General Manager

Approved as to legal form:

CONTRA COSTA WATER DISTRICT

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_  
Stephen J. Welch, General Manager

## EXHIBIT A – Cost Calculation Methodology for MMWD-CCWD Transfer Project

The costs for the transfer are calculated on the principle that MMWD will reimburse CCWD for the actual costs of the transfer, including the costs for water and the costs for conveyance of water and storage in Los Vaqueros Reservoir. Costs included in the tables below are example costs based on current available values.

Table 1. Cost Calculation Methodology

COMPONENT	COST	DESCRIPTION
<b><u>Water</u></b>		
YWA Transfer Water	\$383/AF	2021 YWA critical-year rate for transfer water.
Other Supplier Transfer Water	To be determined	Other Supplier rate for transfer water.
CCWD CVP Contract Water	\$68.99/AF	2021 CVP rate for CCWD contract water.
CCWD Los Vaqueros Water Right Water	\$25.06/AF	2021 CVP charge for Los Vaqueros water right water.
<b><u>Conveyance</u></b>		
Power	\$127.49/AF	Power cost for pumping non-CVP water at CCWD's Middle River Pump Station (\$40.01/AF) and at CCWD's Transfer Pump Station (\$87.48/AF).
Conveyance Facilities Usage Fees	\$70.84/AF	Conveyance includes capital rental and wear and tear of facilities used for pumping from Middle River Intake (\$35.81/AF) and Transfer Facility (\$35.03/AF). Conveyance usage fees are as determined for Phase 2 of the Los Vaqueros Reservoir Expansion Project.
<b>SUB-TOTAL</b>	<b>\$198.33/AF</b>	Conveyance costs to be reimbursed by MMWD to CCWD
<b><u>Storage</u></b>		
Los Vaqueros Storage Usage Fees	\$40.18/AF per year	Total current value of the original 100 TAF Los Vaqueros Dam and 60 TAF Expansion is \$642,816,881. The usage fees are calculated by assuming 100-year useful year.
Reservoir O&M Costs	\$12.70/AF per year	Fixed costs include Los Vaqueros watershed O&M and property taxes and fees, escalated from 2013 values by the San Francisco Engineering News Record Construction Cost Index.
<b>SUB-TOTAL</b>	<b>\$52.88/AF per year</b>	Storage costs to be reimbursed by MMWD to CCWD. For a period less than one year, storage costs will be prorated by month.
<b>TOTAL</b>		
Total for Yuba Transfer Water	\$581.33/AF plus \$52.88/AF per year	

Total for Other Supplier Transfer Water	Other Supplier rate for transfer water +198.33/AF plus \$52.88/AF per year	
Total for CCWD CVP Water	\$267.32/AF plus \$52.88/AF per year	
Total for CCWD LV Water Right Water	\$223.39/AF plus \$52.88/AF per year	
<b>Evaporation Loss</b>	<b>8% per year</b>	Evaporation loss for water stored in Los Vaqueros.

Table 2. Avoided Water Cost to be Reimbursed by CCWD to MMWD if Transfer not completed

COMPONENT	COST	DESCRIPTION
<b><u>Water</u></b>		
CVP Contract	\$68.99/AF	2021 CCWD CVP Water Rate (M&I), avoided water cost by CCWD and reimbursed by CCWD to MMWD.
<b>TOTAL</b>	<b>\$68.99/AF</b>	Reimbursement from CCWD to MMWD if the transfer water is not delivered

## Approval Item

---

**TITLE**

Selection of Loop Capital Markets (“Loop”) as Lead Bond Underwriter and Stifel, Nicolaus & Company, Incorporated (“Stifel”) as Co-Underwriter for Issuance of MMWD, Series 2021 Bond Issue

**RECOMMENDATION**

Authorize the General Manager to engage Loop and Stifel as underwriters for the Series 2021 Bonds.

**SUMMARY**

A request for proposal (RFP) was sent to five firms, who are qualified to act as underwriters of the proposed debt issue scheduled to be closed in December 2021. Four of the five firms submitted proposals. After reviewing the proposals, Loop and Stifel were selected by District staff to be recommended to the Board for approval.

Loop submitted a proposal clearly superior to the others in the depth of understanding of the District’s recent actions in response to the drought and the financial stress it has caused. In particular, Loop noted the efforts underway to secure State and Federal grants to help fund water conservation efforts and water supply enhancements. They propose to incorporate a three-year bond redemption option for a portion of the issue to use grants to reduce the District’s outstanding debt once the 2021 Bonds are issued. Last year, Loop hired Rob Larkins to expand its underwriting business in California. Rob is a Marin County native and an excellent investment banker with 36 years of experience.

Stifel is recommended as a co-underwriter reflecting their excellent service as sole underwriter of the District’s 2016 and 2017 bond issues. Stifel also has 36 brokerage offices in California including San Francisco, San Rafael, and Santa Rosa and can lead a sales effort directed at residents of the District.

Both Loop and Stifel offered very competitive fees of \$1.50 per \$1,000 bond and \$1.45 per \$1,000 bond, respectively. These translate to fees of \$150,000 and \$145,000 for a debt issue of \$100 million. The other two fee proposals were \$1.50 and \$1.75 per \$1,000 bond. As a comparison, the \$36,120,000 2017 bonds sold in July 2017 at a fee of \$2.19 per \$1,000 bond or \$79,065.


The selection of an Underwriter does not entail the approval of a contract at this point. A Bond Purchase Agreement will be brought to the Board prior to the sale of the debt in early December. The Bond Purchase Agreement is the contract with the Underwriter.

**FISCAL IMPACT**

Fees for underwriter services will be paid from the proceeds upon issuance of revenue bonds.

**ATTACHMENT(S)**

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Administrative Services	 Charles McBride Finance Director	 Ben Horenstein General Manager

## Public Hearing - Approval Item

---

### **TITLE**

Adopt Ordinance No. 455 calling for additional mandatory water conservation measures for irrigation and swimming pools

### **RECOMMENDATION**

Adopt Ordinance No. 455 calling for a prohibition on winter irrigation and a prohibition on pool filling and modifying time periods for enforcement of violations.

### **SUMMARY**

On April 20, 2021, the Board declared a water shortage emergency and adopted Ordinance No. 449 setting forth a comprehensive list of mandatory water conservation measures to preserve the District's limited water supply due to the current drought. On May 4<sup>th</sup>, the Board adopted Ordinance No. 450 expanding the mandatory water conservation measures to limit overhead spray sprinkler irrigation systems to two days per week and requiring pool covers. On July 6<sup>th</sup>, the Board adopted Ordinance No. 452 expanding the mandatory water conservation measures to limit overhead spray sprinkler irrigation systems to one day per week. On September 21<sup>st</sup>, Ordinance No. 454 was adopted establishing a water use limit on single family and dedicated irrigation customers, water accounts exceeding the limit will be charged a penalty on each CCF of water exceeding the limit beginning December 1, 2021. Staff will present proposed new water conservation measures to further restrict irrigation during winter period and to restrict filling swimming pools.

### **DISCUSSION**

The past 21-months have been the driest on record in 143 years, and consequently, District reservoir storage volumes are at historically low levels. Marin Water measured 20.42 inches of rainfall in water year 2021 corresponding to 39% of average. As a result of this drought, the District reservoirs are 33% of total capacity and 48% of average storage volume for this date. Reservoir storage is projected to be at approximately 22,000 AF on December 1, 2021 if rainfall and runoff continues to track with amounts received throughout 2020 and 2021.

In order to preserve the District's limited water supply, the Board adopted Resolution No. 8624 on February 16, 2021, declaring Initial Drought Water Conservation Actions for District customers to voluntarily reduce their water usage. Due to continued dry conditions and historically low storage levels, on April 20, 2021, the Board adopted Resolution No. 8630 declaring a water shortage emergency and enacted mandatory water use reduction measures (Mandatory Water Use Reduction Program or Program) targeting a system-wide 40% reduction in water use.



### **Additional Measures of Mandatory Water Use Reduction Program**

The purpose of the Mandatory Water Use Reduction Program is to significantly reduce the consumption of water during the drought to extend the District's existing water supplies. Recognizing that water savings achieved are 25% since May 1, 2021 and water demands are remaining consistently higher than the 40% district wide reduction called for in Resolution No. 8630, additional water saving measures continue to be explored. Among the opportunities identified, the implementation of winter irrigation restrictions and a prohibition on pool filling were prioritized.

There is uncertainty around the amount of rainfall the region can anticipate in the coming winter months and continued dry weather may result in increased irrigation demands while supply to our reservoirs fails to recover. To ensure winter water use is limited to indoor demand, staff is proposing a prohibition on irrigation starting December 1, 2021 and continuing through May 31, 2022. Spot-watering by hand would remain exempt. Customers in violation of these provisions would receive a warning, a \$25 fine and then a \$250 fine, consistent with other fine for violation of water waste prohibitions.

To ensure the District is taking all possible actions to reduce demands to the greatest extent possible, staff is proposing a prohibition on refilling a completely drained swimming pool and/or initial filling of any swimming pool for which application for a building permit was made after December 1, 2021. This date will give local jurisdictions and customers time to respond to this new prohibition. Violations of this provision would result in an immediate fine of \$250, plus customers would potentially be subject to the water use penalties adopted pursuant to Ordinance No. 454.

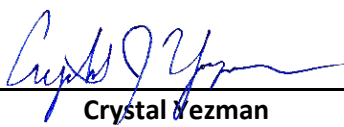

Additionally, Ordinance No. 455 proposes modifying the enforcement periods for violations of water waste prohibitions. This would allow staff to issue a subsequent violation for the same category of water waste if the violation occurred within one year of the prior violation. Previously, this period was only 14 days, which created temporal challenges for staff.

### **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 due to mandatory conservation efforts. The District's reserves, along with tight expenditure controls, are initially anticipated to address the deficit.

### **ATTACHMENT(S)**

1. Ordinance No. 455

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

**DRAFT**

**MARIN MUNICIPAL WATER DISTRICT**

**ORDINANCE NO. 455**

**AN ORDINANCE AMENDING CHAPTER 13.04 ENTITLED “ COMPREHENSIVE DROUGHT WATER CONSERVATION AND ENFORCEMENT MEASURES” OF TITLE 13 OF THE MARIN MUNICIPAL WATER DISTRICT CODE ENTITLED “WATER SERVICE CONDITIONS AND WATER CONSERVATION MEASURES” ADDING ADDITIONAL WATER USE RESTRICTIONS**

**BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT AS FOLLOWS:**

**SECTION 1. Purpose:** Due to the current drought conditions and low reservoir storage levels existing in the service area of the Marin Municipal Water District (District), the Board of Directors (Board) declared a water shortage emergency on April 20, 2021 pursuant to Water Code sections 350, et seq. and 71640, et seq. as set forth in Board Resolution No. 8630 and subsequently adopted Ordinance Nos. 449, 450, 452, and 453 instituting mandatory water conservation measures for all District customers, and Ordinance No. 454 establishing water use limits and associated penalties. The purpose of this ordinance is to amend previously adopted water use restrictions to further reduce outdoor water use for irrigation and the filling of swimming pools to help the District preserve remaining water supply given the uncertainty of future water supply conditions due to drought.

**SECTION 2. Section 13.04.020(1)(N) of the Marin Municipal Water District Code entitled “Drought water waste prohibitions” is hereby deleted and replaced in its entirety to read as follows:**

13.04.020(1)(N) June 1 through November 31<sup>st</sup>, operating outdoor sprinkler irrigation systems delivering overhead spray more than one day within any calendar week, as assigned by the District, and drip irrigation more than two days per week within any calendar week, but excluding hand-watering. December 1st through May 31st, operating outdoor sprinkler irrigation systems delivering overhead spray and drip irrigation, but excluding hand-watering. For the purpose of this section, “calendar week” shall mean a period running from Monday-Sunday. These irrigation restrictions equally apply to any new landscaping. It is therefore strongly encouraged that all District customers refrain from installing any new landscaping during the current drought conditions as the water user restrictions set forth in this section may not provide sufficient water use necessary for newly planted landscapes to survive.

**SECTION 3. Section 13.04.020(1)(O) of the Marin Municipal Water District Code entitled “Drought water waste prohibitions” is hereby added to read as follows:**

13.04.020(1)(O) Refilling a completely drained swimming pool and initial filling of any swimming pool for which application for a building permit was made after December 1, 2021.

**SECTION 4. Subsections 13.04.040(1) and (2) of the Marin Municipal Water District Code entitled “Enforcement” is hereby deleted and replaced in its entirety to read as follows:**

**13.04.040(1)**

(A) First Notice—Warning Letter. Any customer violating the regulations and restrictions on water use set forth in Section 13.04.020, other than subsections (1)(B) and 1(O), of this chapter shall receive a written warning informing them of the violation for the first such violation and warning that a second such violation will result in a penalty.

(B) Notice of Violation. If, after receiving a written warning of violation for the same category of violation within one year, the district shall issue a Notice of Violation imposing a \$25.00 fine on the customer’s next water bill.

(C) Fine for Filling Swimming Pools. Notwithstanding the foregoing, as of December 1, 2021, each violation of subsection 13.04.020(1)(O) shall result in an immediate fine of \$250.

(2) Repeat Violations. For customers found by the district to incur a further violation within the same category for which customer has already received a fine within the past year, customer shall be charged a fine of \$250.00 for each successive violation.

**SECTION 5. Findings of Necessity:** The Board of Directors, after considering all of the information and testimony presented at its October 19, 2021 meeting regarding this ordinance, finds as follows:

I. Historic and Current Water Supply Overview

A. Water is a finite and precious resource.

B. The District’s water supply currently remains limited to water captured in its seven reservoirs; water transported from the Russian River via the North Marin aqueduct; and recycled water produced at the Las Gallinas Valley Sanitary District Plant (for a variety of non-potable purposes). About 73% of the District’s water supply comes from its reservoirs, 25% from the Russian River through the North Marin aqueduct and 2% from recycled water. Although options to increase the District’s water supply are being evaluated, the implementation of any preferred alternative will not be immediate.

C. Outdoor water use is more discretionary than indoor water use. Reductions in water use can be achieved by reducing outdoor uses including, but not limited to, irrigation and the filling of swimming pools.

- D. Typically 15%-30% of water used for irrigating (water use outside the home) is wasted and the most typical cause of the waste is excess irrigation.
- E. As of October 14, 2021, the District's water storage level is 26,051 acre feet, which is 32.74% of average for this time of year. As a result of this drought, the District reservoirs are projected to be below 25,000 acre-feet on December 1, 2021 in the absence of above average rainfall and runoff, which is less than one-year of water supply based on recent demand.
- F. Projections indicate that another dry water year could result in reservoir storage levels as low as 10,000 acre feet in summer or fall of 2022, resulting in uncertainty as to the continued water supply availability.
- G. Additional and continued conservation implemented as part of the water conservation program required by this ordinance is needed to preserve the District's water supply and assure water supply availability.

## II. Conservation Measures.

- A. Article X Section 2 of the California Constitution declares that the general welfare requires that water resources be put to beneficial use to the fullest extent of which they are capable and that the waste, unreasonable use or unreasonable method of use of water be prevented, and that conservation of such waters is to be exercised with a view to the reasonable and beneficial use thereof in the interest of the people and the public welfare.
- B. California Water Code section 71640 authorizes the District to restrict the use of water during any emergency caused by drought, or other threatened or existing water shortage, and prohibit the wastage of District water or the use of District water during such periods for any purpose other than household uses or such other restricted uses as the District determines to be necessary. The District may also prohibit use of District water during such periods for specific uses which it finds to be nonessential.
- C. Pursuant to Water Code section 353 when the Board declares the existence of an emergency condition of water shortage within its service area, it shall thereupon adopt such regulations and restrictions on the delivery of water and the consumption within said area of water supplied for public use as will in the sound discretion of such governing body conserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection.
- D. California Water Code section 375 authorizes water suppliers to adopt and enforce a comprehensive water conservation program to reduce water consumption and conserve supplies.
- E. The Board of Directors determines that this conservation program is a fundamental and necessary step in its on-going efforts to reduce overall water use District-wide, and preserve remaining water supplies given that future rainfall amounts are unpredictable.

- F. Mindful of the fact that water for outdoor irrigation and filling of swimming pools during the winter months is not an essential use and that in any given year the District's reservoirs store a two year supply of water, the Board determines that it reasonable and necessary to expand its conservation effort along the lines described in this ordinance to further preserve and conserve the District's water supply.
- G. The adoption and enforcement of the water use restrictions contained in this ordinance is necessary to manage and conserve the District's water supply and ensure the sustainability and reliability of the same by preventing water waste.

**SECTION 6. Environmental Determination:** This project has been reviewed for compliance with the California Environmental Quality Act (CEQA) and based upon the above findings and purposes of this ordinance, qualifies for an exemption pursuant to section 21080(b)(4) in that the Board of Directors find that these measures are necessary to preserve water supply to avoid a more severe water supply emergency.

**SECTION 7. Severability:** If any section, subsection, sentence, clause, phrase, portion or part of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such section shall not affect the validity of the remaining portions of this code. The Board of Directors hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections subsections, clauses, phrases, parts or portions be declared invalid or unconstitutional.

**SECTION 8. Effective Date:** Pursuant to Water Code section 376, this ordinance shall be effective on the day of its adoption. Within 10 days of adoption, this ordinance, or a summary hereof, shall be published in the Marin Independent Journal pursuant to Section 6061 of the Government Code.

**PASSED AND ADOPTED** this 19th day of October, 2021, by the following vote of the Board of Directors:

**AYES:**

**NOES:**

**ABSENT:**

---

**Cynthia Koehler**  
**President, Board of Directors**

**ATTEST:**

---

**Terrie Gillen**  
**Secretary, Board of Directors**

## Approval Item

---

**TITLE**

Professional Services Agreement with Quintel-MC, Inc.

**RECOMMENDATION**

Authorize the General Manager to execute an agreement with Quintel-MC, Inc. in an amount not to exceed \$200,000.

**SUMMARY**

Quintel-MC, Inc. (Quintel) has been a key technology consultant to the District for SAP Enterprise Resource Planning (ERP) and Work Management system support and upgrade services for the past five years. Quintel's most recent agreement with the District, signed in September of 2019, has expired. This item seeks approval of a new professional services agreement, in an amount not to exceed \$200,000, which would run through June 30, 2023.

**DISCUSSION**

District Information Technology (IT) and its Business Systems Analysts (BSA) provide primary SAP ERP and Work Management support to staff for functional enhancements, non-major upgrades, special reports, and data integration with other District systems. The District uses SAP consultants for large, complex projects beyond the scope and capacity of IT and BSAs. Quintel provides skilled SAP technologists to assist with these larger projects. Quintel also provides staff augmentation services, as needed, and that need exists as one BSA is currently on extended leave through the end of the calendar year.

Quintel specializes in serving utilities and public sector clients using the same SAP ERP software used by the District. Quintel has competitive rates, solid references, and skilled staff that have been responsive in meeting our needs for the past five years. The proposed staff augmentation and Scope of Work to be completed with this agreement will allow District staff to keep current projects in progress and have SAP experts available in the event of an unforeseen SAP outage. Quintel provides advanced SAP technical support and staff augmentation for Finance, Human Resources, Operations, and Engineering Divisions. The proposed professional service agreement is on a time and materials basis and, while no minimum expenditures are required, staff is proposing an amount not to exceed \$200,000 to ensure sufficient funds are available as these services are needed.

Staff recommends that the Board authorize the General Manager to execute the proposed professional services agreement with Quintel in an amount not to exceed \$200,000.

**FISCAL IMPACT**

While all services will be billed on a time and materials basis, with no minimum expenditures required, staff recommends a not to exceed amount of \$200,000 through June 30, 2023.

**ATTACHMENT(S)**

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Administrative Services Division	 Chuck McBride Finance Director	 Ben Horenstein General Manager



## Informational Item

---

**TO:** Board of Directors

**FROM:** Ben Horenstein, General Manager



**DIVISION NAME:** Office of the General Manager

**ITEM:** Streamlining Board of Directors' Regularly Scheduled Bi-Monthly Meetings

---

### **SUMMARY**

For the Board of Directors to consider and provide feedback and direction on staff's recommendations to streamline the Board Meetings.

### **DISCUSSION**

Over the past year, in part due to the many issues associated with the drought, Board Meetings have gotten very lengthy such that, at times, public participation is impacted and some items get pushed to a later meeting creating a backlog for future meetings.

#### Request to Fill Positions

This is a recommendation to discontinue the practice of asking for authorization to fill positions already approved through budget adoption. Whenever a position needs to be filled, staff is continuing the practice of bringing to the board the open position and asking the board to authorize the general manager to recruit and hire for the position. These are most often positions that are already authorized through the budget adoption process. Staff recommends that we discontinue these requests to fill positions that are in the authorized budget. Staff would bring any new positions or any recommended reclassifications to existing positions.

#### Public Comments

This recommendation is to continue and to re-enforce the standard practice of not responding to public comments, on items not on the agenda. For comments on agenda items, staff recommends that we assign a staff person to listen to all of the questions and at the end of the public comments, to summarize the questions and the Board President may then ask staff to respond.

#### Starting the Board Regular Board Meetings Earlier than 7:30 p.m.

Our regular board meetings begin at 7:30 p.m. Compared to other public agencies this is very late, and it seems to impact public participation, particularly for meetings with long agendas that run for an extended timeframe. The next page shows a list of when some other agencies and municipalities begin their meetings.

- Sonoma Water District – 8:30 a.m.
- East Bay Municipal Utilities District (EBMUD) – 1:15 p.m.
- Alameda County Water District – 4 p.m.
- Las Gallinas Valley Sanitary District – 4 p.m.
- Ross Valley Sanitary District – 5:30 p.m.
- North Marin Water District – 6 p.m.
- Santa Clara Valley Water District 6 p.m.
- Contra Costa Water District – 6:30 p.m.
- Town of Tiburon – 5 p.m.
- City of Corte Madera – 6:30 p.m.
- City of Mill Valley – 6:30 p.m.
- Town of Fairfax – 7 p.m.
- City of San Rafael – 7 p.m.

Staff recommends that the Board consider a 6-month pilot, beginning Regular Board Meetings at 6:00 p.m.

#### Combining Similar Items

This recommendation is for staff, when possible, to combine similar items under one agenda item. The nature of the Board actions may depend upon the circumstances, but this allows for streamlining the overall process.

#### Consent Calendar

Currently, staff only places items on consent if they had been brought to an earlier committee meeting. Staff recommends that the Board consider greater flexibility to what items are placed on consent, with the understanding that Board members always have discretion to pull the item from consent. This would only be very routine items, for example, annual chemical contracts.

#### **FISCAL IMPACT**

None

#### **ATTACHMENT(S)**

None



## Approval Item

### TITLE

Approval to fill Senior Communications Specialist position

### RECOMMENDATION

Authorize the General Manager to recruit and hire one Senior Communications Specialist.

### SUMMARY

The Senior Communications Specialist develops and implements complex and comprehensive communications and public outreach programs, and promotes the awareness of the District's mission and goals. The position will provide senior level support for a high volume and high demand Communications department. Adding this advanced skill level to the team will elevate the impact of District's outreach and communications programs, provide for more efficiency in the development and implementation of our communications programs and will support a greater level of outreach to our stakeholders.

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 messaging to customers.


This will be an internal promotional opportunity and will not increase the overall number of full time employees.

### FISCAL IMPACT

The total annual salary with benefits for the Senior Communications Specialist position ranges from \$138,516 to \$166,250. The fiscal impact to upgrade this position is \$11,468 for FY22.

### ATTACHMENT(S)


None


DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Manager		 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:

- Tuesday, October 26, 2021  
Operations Committee/Board of Directors (Operations) Special Meeting  
6:00 p.m. ?
- Thursday, October 28, 2021  
Finance & Administration Committee/Board of Directors (Finance & Administration)  
Meeting  
9:30 a.m.
- Tuesday, November 2, 2021  
Board of Directors' Regular Bi-Monthly Meeting  
7:30 p.m.
- Thursday, November 12, 2021  
Finance & Administration Committee/Board of Directors (Finance & Administration)  
Meeting  
9:30 a.m.

### FISCAL IMPACT

None

### ATTACHMENT(S)

None