



The Mission of the Las Gallinas Valley Sanitary District is to protect public health and the environment by providing effective wastewater collection, treatment, and recycling services.

DISTRICT BOARD
Megan Clark
Rabi Elias
Craig K. Murray
Judy Schriebman
Crystal J. Yezman

DISTRICT ADMINISTRATION
Mike Prinz,
General Manager
Michael Cortez,
District Engineer
Mel Liebmann,
Plant Manager
Greg Pease,
Collection System/Safety Manager
Robert Ruiz,
Administrative Services Manager

BOARD MEETING AGENDA

August 15, 2019

- Locations:** 1) 300 Smith Ranch Road, San Rafael, CA. 94903
2) Board Tour - 2291-2299 Las Gallinas Ave, San Rafael, CA. 94903

MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS AT THE DISTRICT OFFICE, 300 SMITH RANCH ROAD, SAN RAFAEL, OR ON THE DISTRICT WEBSITE WWW.LGVSD.ORG

Estimated
Time

- 3:30 PM 1. PUBLIC COMMENT**
This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.
- CLOSED SESSION:**
- 3:35 PM 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code § 54954.5; Commercial Property (to be determined) to be leased on an interim basis.**
Agency Negotiator: Mike Prinz, General Manager for the Las Gallinas Valley Sanitary District.
Negotiating parties: To be determined. Under negotiation: Board to provide instruction to Agency Negotiator concerning price and/or terms of payment.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – GENERAL MANAGER:** pursuant to subdivision (b)(1) of Government Code Section 54957.

OPEN SESSION:

4:30 PM

1. PUBLIC COMMENT

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

4:35 PM

2. CONSENT CALENDAR:

These items are considered routine and will be enacted, approved or adopted by one motion unless a request for removal for discussion or explanation is received from the staff or the Board.

- A. Approve the Board Minutes for August 1, 2019
- B. Approve the Warrant List for August 15, 2019
- C. Approve Board Compensation for July, 2019
- D. Approve Murray to attend the Marin County Special Districts Chapter Formation meeting in Novato on September 18 and the Trenchless Elevated 2019 Conference in Sandy, Utah on October 23-24
- E. Approve Change Order 13 to CATS4U
- F. Approve 1 Year Contract Extension with Hanford ARC for Lower Creek Revegetation Maintenance Requirements
- G. Approve Will Serve Letter for APN 18-251-04, 22 Leona Drive
- H. Approve Sharp Electronics Solar Panel Replacements
- I. Approve Resolution 2019-2174 – A Resolution Confirming the Report on Sewer Service Charges for the Las Gallinas Valley Sanitary District for the Fiscal Year 2019-20

Possible expenditure of funds: Yes, Items B-F

Staff recommendation: Adopt Consent Calendar – Items A through I.

4:45 PM

3. APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALPERS AND THE LGVSD BOARD OF DIRECTORS AND RESOLUTION 2019-2175 AND SET A PUBLIC HEARING

Board to review and discuss the Amendment to Contract between the Board of Administration CALPERS and the LGVSD Board, Resolution 2019-2175 and set a Public Hearing.

4:55 PM

4. INFORMATION ITEMS:

- A. STAFF/CONSULTANT REPORTS:
 - 1. General Manager Report – Verbal

- 5:10 PM **5. BOARD REPORTS:**
 - 1. LAFCO - Verbal
 - 2. Gallinas Watershed Council / Miller Creek Watershed Council– Verbal
 - 3. JPA Local Task Force on Solid and Hazardous Waste – Written
 - 4. Flood Zone 7 - Verbal
 - 5. NBWA – Verbal
 - 6. NBWRA/North Bay Water – Verbal
 - 7. Engineering Subcommittee – Verbal
 - 8. Other Reports – Verbal

- 5:15 PM **6. BOARD REQUESTS:**
 - A. Board Meeting Attendance Requests – Verbal
 - B. Board Agenda Item Requests – Verbal

- 5:18 PM **7. VARIOUS ARTICLES AND MISCELLANEOUS DISTRICT CORRESPONDENCE**

- 5:20 PM **8. MOTION TO ADJOURN THE MEETING AND RECONVENE THE MEETING AT 2291-229 LAS GALLINAS AVE, SAN RAFAEL FOR THE PURPOSE OF A BOARD TOUR OF MILLER CREEK RESTORATION SITES**

- 5:25 PM **9. LEAVE FOR TOUR (TRAVEL TIME)**

- 5:40 PM **10. RECONVENE BOARD MEETING AGENDA**

August 15, 2019

Location: 2291-2299 Las Gallinas Ave, San Rafael, CA. 94903

MATERIALS RELATED TO ITEMS ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS AT THE DISTRICT OFFICE, 300 SMITH RANCH ROAD, SAN RAFAEL, OR ON THE DISTRICT WEBSITE WWW.LGVSD.ORG

OPEN SESSION:

- 5:41 PM **11. PUBLIC COMMENT**

This portion of the meeting is reserved for persons desiring to address the Board on matters not on the agenda and within the jurisdiction of the Las Gallinas Valley Sanitary District. Presentations are generally limited to three minutes. All matters requiring a response will be referred to staff for reply in writing and/or placed on a future meeting agenda. Please contact the General Manager before the meeting.

5:45 PM

12. BOARD TOUR OF MILLER CREEK STRAW (STUDENTS AND TEACHERS RESTORING A WATERSHED) RESTORATION SITES

Board to tour the Miller Creek STRAW Restoration sites with Laurette Rogers, STRAW Program Director and Isaiah Thalmayer, Senior Project Manager. Board to start tour at the Marinwood Parklet located at 2291-2299 Las Gallinas Ave, San Rafael, CA. 94903

6:30 PM

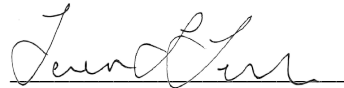
13. ADJOURNMENT

14. FUTURE BOARD MEETING DATES – AUGUST 28, SEPTEMBER 5, SEPTEMBER 19, 2019

AGENDA APPROVED:	Craig K. Murray, Board President	Pat Richardson, Legal Counsel
------------------	----------------------------------	-------------------------------

CERTIFICATION: I, Teresa Lerch, District Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before August 12, 2019 at 3:30 p.m., I posted the Agenda for the Board Meeting of said Board to be held August 15, 2019 at the District Office, located at 300 Smith Ranch Road, San Rafael, CA.

DATED: August 12, 2019



Teresa L. Lerch
District Secretary

The Board of the Las Gallinas Valley Sanitary District meets regularly on the first and third Thursday of each month. The District may also schedule additional special meetings for the purpose of completing unfinished business and/or study session. Regular meetings are held at the District Office, 300 Smith Ranch Road, San Rafael.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at (415) 472-1734 at least 24 hours prior to the meeting. Notification prior to the meeting will enable the District to make reasonable accommodation to help ensure accessibility to this meeting.

MINUTES OF AUGUST 1, 2019

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN SESSION ON AUGUST 1, 2019 AT 3:46 PM, AT THE DISTRICT OFFICE, 300 SMITH RANCH ROAD, SAN RAFAEL, CALIFORNIA.

BOARD MEMBERS PRESENT: M. Clark, R. Elias, C. Murray (arrived at 3:59 pm), J. Schriebman and C. Yezman

BOARD MEMBERS ABSENT: None.

STAFF PRESENT: Mike Prinz , General Manager (Present for Closed Session); Teresa Lerch, District Secretary; Robert Ruiz, District Treasurer

OTHERS PRESENT: Dave Byers, District Counsel

ANNOUNCEMENT: President Murray announced that the agenda had been posted as evidenced by the certification on file in accordance with the law.

PUBLIC COMMENT: None.

ADJOURNMENT:

ACTION:

THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT ADJOURNED TO CLOSED SESSION ON AUGUST 1, 2019 , AT 3:47 pm, AT THE DISTRICT OFFICE, 300 SMITH RANCH ROAD, SAN RAFAEL, CALIFORNIA.

Lerch and Ruiz left at 3:47 PM.

CLOSED SESSION:

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – General Manager: pursuant to subdivision (b)(1) of Government Code Section 54957.

ADJOURNMENT:

ACTION:

The Board of Directors of the Las Gallinas Valley Sanitary District reconvened the Regular Session on August 1, 2019 at 4:46 pm.

STAFF PRESENT: Mike Prinz , General Manager; Mike Cortez, District Engineer; Teresa Lerch, District Secretary; Mel Liebmann, Plant Manager; Robert Ruiz, District Treasurer

OTHERS PRESENT: Phil Smith, Erik Hawk and Marc Nadale Marin/Sonoma Mosquito and Vector Control District

PUBLIC COMMENT: None.

56 **REPORT ON CLOSED SESSION:**
57 President Murray reported that there were no reportable actions in Closed Session.
58

59 **MARIN/SONOMA MOSQUITO AND VECTOR CONTROL DISTRICT PRESENTATION**
60 Phil Smith, Erik Hawk and Marc Nadale from the Marin/Sonoma Mosquito and Vector Control District gave
61 a presentation to the Board. Discussion ensued.
62

63 **CONSENT CALENDAR:**
64 These items are considered routine and will be enacted, approved or adopted by one motion unless a request for
65 removal for discussion or explanation is received from the staff or the Board.

- 66 A. Approve the Board Minutes for July 17, 2019
- 67 B. Approve the Warrant List for August 1, 2019
- 68 C. Approve Insurance Claim for Gravity Thickener Failure
- 69 D. Approve the PEPRA Employer Paid Member Contribution (EPMC) Resolution to be
70 increased as indicated in the 2014-2019 MOU
- 71 E. Approve Uniform LGVSD-SRSD Standard Specifications for Lateral Sewers
72

73 Item D was pulled by Staff.
74

75 **ACTION:**
76 Board approved (Yezman/Schriebman 5-0-0-0) the Consent Calendar items A, C and E.
77 AYES: Clark, Elias, Murray, Schriebman and Yezman.
78 NOES: None.
79 ABSENT: None.
80 ABSTAIN: None.
81 Item B were pulled for discussion.
82

83 **ACTION:**
84 Board approved (Elias/Schriebman 5-0-0-0) the Consent Calendar item B.
85 AYES: Clark, Elias, Murray, Schriebman and Yezman.
86 NOES: None.
87 ABSENT: None.
88 ABSTAIN: None.
89

90 **APPROVE BUDGET REVISION REQUEST FOR CENTER PIVOT NO. 2 REPLACEMENT**
91 Board and staff discussed the request for Budget Revision for Center Pivot No.2 Replacement.
92

93 **ACTION:**
94 Board approved (M/S Clark/Yezman 5-0-0-0) the Budget Revision Request for Center Pivot No. 2
95 Replacement.
96 AYES: Clark, Elias, Murray, Schriebman and Yezman.
97 NOES: None.
98 ABSENT: None.
99 ABSTAIN: None.
100

101 **APPROVE THE POSITION AND PAY LEVEL OF THE ADMINISTRATIVE ASSISTANT**
102 Board and staff discussed the position and pay level of the Administrative Assistant.
103

104 **ACTION:**
105 Board approved (M/S Elias/Schriebman 5-0-0-0) the position and pay level of the Administrative Assistant.
106 AYES: Clark, Elias, Murray, Schriebman and Yezman.
107 NOES: None.
108 ABSENT: None.
109 ABSTAIN: None.
110
111

112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167

INFORMATION ITEMS:

STAFF / CONSULTANT REPORTS:

- 1. General Manager Report – Verbal – Prinz reported.

Cortez and Liebmann left at 6:05 pm.
Byers left at 6:22 pm.

- 2. Zone 7 Gallinas Levee Upgrade Project Notice of Availability – Written – Yezman reported. Discussion ensued.

BOARD REPORTS:

- 1. LAFCO – Verbal – Murray reported
- 2. Gallinas Watershed Council / Miller Creek Watershed Council – Verbal – Schriebman reported.
- 3. JPA Local Task Force on Solid and Hazardous Waste – Verbal – no report.
- 4. Flood Zone 7– Verbal – See above Information item #2.
- 5. NBWA
Board Committee – Written – Clark reported.
Steering Committee – Verbal – no report.
JTC – Verbal – no report.
- 6. NBWRA /North Bay Water – Verbal - no report.
- 7. Engineering Subcommittee – Verbal – Elias requested a tour of the LGVSD Construction Site.
- 8. Other Reports –Written – CASA Air Quality, Climate Change and Energy Workgroup meeting and Cyanobacteria Assessment Network Mobile Application (App) Webinar – Murray reported.

BOARD REQUESTS:

- A. Board Meeting Attendance Requests – Murray requested to attend the Marin County Special Districts Chapter Formation meeting in Novato on September 18 and the Trenchless Elevated 2019 Conference in Sandy, Utah on October 23-24. As President Murray will only be attending the Trenchless Elevated 2019 Conference for one day, he has requested reimbursement for a one-day meeting and the conference registration only.
- B. Board Agenda Item Requests – Yezman reminded Prinz that he has requested Board Policies B-20 and B-80 be placed on a future agenda. Prinz mentioned that this should be on the September 5th agenda.

VARIOUS ARTICLES AND MISCELLANEOUS DISTRICT CORRESPONDENCE:

Discussion ensued.

ADJOURNMENT:

ACTION:

Board approved (M/S Schriebman/Clark 5-0-0-0) the adjournment of the meeting at 6:52 pm.

- AYES: Clark, Elias, Murray and Yezman.
- NOES: None.
- ABSENT: None.
- ABSTAIN: None.

The next Board Meeting is scheduled for August 15, 2019 at the District Office.

ATTEST:

Teresa Lerch, District Secretary

168 APPROVED:

169

170

171

172

Craig K. Murray, Board President

173

174 SEAL

Las Gallinas Valley Sanitary District
Warrant List 8/15/2019
Preliminary

Agenda Item 2B
Date August 15, 2019

	Date	Num	Vendor	Amount	Description for Items > \$1000
1	8/15/2019	ACH	A and P Moving Inc	84.70	
2	8/15/2019	N/A	Accountemps	9,857.29	Clerical help/ Admin & AP
3	8/15/2019	N/A	Allied Heating and AC Co., Inc.	550.00	
					Secondary Plant
4	8/15/2019	N/A	AQUA Engineering, Inc	39,516.66	Upgrades/Recycled Water Facility Expansion
5	8/15/2019	N/A	Bay Area Air Quality Management District	402.00	
6	8/15/2019	N/A	Baywork	765.00	
7	8/15/2019	EFT	Bank of Marin	47,335.64	Loan Payment(s)
8	8/15/2019		Brown & Caldwell BC Waterjobs	200.00	
9	8/15/2019	EFT	CalPERS 457 Plan Deferred Comp	4,296.42	Employee salary deferrals for 8/1/2019 paydate
10	8/25/2019	EFT	CalPERS CERBT-OPEB	11,630.00	Employee salary deferrals 8/1/19 paydate
11	8/15/2019	EFT	CALPERS Retirement	16,798.30	Pension contribution employee and employer for 8/1/19 paydate
12	8/15/2019	N/A	CD & Power	10,587.06	40KW Standby Generators (4) Rental- Preparation for PG&E Flag power outage
13	8/15/2019	N/A	Clymer Auto Parts, Inc.	145.31	
14	8/15/2019	N/A	Comet Building Maintenance, Inc.	1,260.00	Janitorial service for July, 2019
15	8/15/2019	ACH	Contractor Compliance and Monitoring, Inc	2,710.50	Labor compliance for Marinwood Trunk Sewer Repair (June 2019)
16	8/15/2019	ACH	Core Utilities, Inc.	1,620.00	July 2019 IT services
	8/15/2019	ACH	Custom Tractor Service	9,160.00	Pivot Maintance & Operation, Mowing of roads 6/19/2019 - 7/30/2019
17	8/15/2019	ACH	DAC Associates	39,825.00	STPURWE, GEOTECH Engineering services during construction (6/24/2019 to 7/25/2019)
18	8/15/2019	ACH	Data Instincts	1,820.00	Provide Public Info and Awareness Svcs & Guidance to LGVSD during 2019
19	8/15/2019	EFT	Direct Dental	141.00	PAID via EFT 7/26/2019
20	8/15/2019	EFT	Discovery Benefits	50.00	
21	8/15/2019	EFT	Discovery Benefits	314.94	Employer Funding for medical- 7/8/2019 to 8/4/2019 PAID via EFT 8/8/2019
22	8/15/2019	ACH	Du-All Safety, LLC	2,408.00	Monthly Safety Maintenance - July 2019
23	8/15/2019	N/A	Durkin Signs & Graphics	416.00	
24	8/15/2019	ACH	EOA, Inc.	20,660.97	Technical support for regulatory permits (JUNE 2019)
25	8/15/2019	ACH	Fishman Supply Co.	133.71	
26	8/15/2019	ACH	FutureSense, LLC	10,500.00	Consulting Fees - Employee Climate Survey and Assessment - Payment #1
27	8/15/2019	N/A	G3 Engineering, Inc.	9,137.78	Blue-White Peristaltic Pumps for Cept - 2ndary Treat
28	8/15/2019	ACH	Gardeners' Guild	1,090.00	Landscape maintenance for - August 2019
29	8/15/2019	ACH	Gregory Equipment, Inc.	209,902.00	Plant Improvements 2018 construction contract (Retention #4)
30	8/15/2019	ACH	Hanford ARC	2,445.63	Lower Miller Creek year 1 revegetation maintenance (July 2019)
31	8/15/2019	ACH	Harrington Industrial Plastics, LLC	309.16	
32	8/15/2019	N/A	Hazen and Sawyer	9,850.00	On-Call Construction Contract - Services from 6/1/2019 to 6/30/2019
33	8/15/2019	N/A	Instrument Technology Corporation	1,000.00	Aries Camera Head Repair
34	8/15/2019	N/A	Jackson's Hardware, Inc.	107.26	
35	8/15/2019	ACH	Kenwood Energy	877.50	
36	8/15/2019	N/A	Marin Ace	9.78	
37	8/15/2019	N/A	Marin County Ford	190.93	
38	8/15/2019	N/A	Marin County Parks	3,000.00	Reimbursement for Golf Cart Rental - 7/1/2019 to 12/31/2019

Las Gallinas Valley Sanitary District
Warrant List 8/15/2019
Preliminary

					STPURWE Construction svcs for retaining wall & supplemental Geotech svcs (6/10/2019 - 7/14/2019)Plant Upgrades
39	8/15/2019	N/A	Miller Pacific Engineering Group	5,506.90	
40	8/15/2019	N/A	MWH Constructors, Inc.	124,733.46	STPURWE (6/1/19-6/28/19)
					STPURWE construction contract (Retention #4)
41	8/15/2019	N/A	Myers & Sons Construction, LP	566,669.96	
42	8/15/2019	N/A	North Bay Petroleum	1,620.24	Diesel Fuel
					Plant Improvements 2018 Engineering Services during construction (6//2019 - 6/30/19)
43	8/15/2019	ACH	Nute Engineering	7,020.75	
44	8/15/2019	N/A	Operating Engineers Local No. 3	413.56	
45	8/15/2019	N/A	Pacific Gas & Electric - 7397590484-5 - Solar	3,689.43	NEM True Up Charges
					Electrical Bill for 6/19/2019 to 7/18/2019
46	8/15/2019	N/A	Pacific Gas & Electric - 1991349158-5	6,270.75	
					Solar Module Cleaning 7/25/19 to 7/26/19
47	8/15/2019	N/A	ProSolarClean, LLC	4,751.19	
					Organizational Structural Analysis (July 2019)
48	8/15/2019	ACH	Reginal Government Services	7,094.90	
49	8/15/2019	ACH	Retiree Augusto	163.33	Calpers Retiree Health
50	8/15/2019	ACH	Retiree Burgess	187.74	Calpers Retiree Health
51	8/15/2019	ACH	Retiree Cummins	187.74	Calpers Retiree Health
52	8/15/2019	ACH	Retiree Cutri	462.74	Calpers Retiree Health
53	8/15/2019	ACH	Retiree Emanuel	258.83	Calpers Retiree Health
54	8/15/2019	ACH	Retiree Gately	224.41	Calpers Retiree Health
55	8/15/2019	ACH	Retiree Guion	224.41	Calpers Retiree Health
56	8/15/2019	ACH	Retiree Johnson	632.90	Calpers Retiree Health
57	8/15/2019	ACH	Retiree Kermoian	187.74	Calpers Retiree Health
58	8/15/2019	ACH	Retiree Mandler	187.74	Calpers Retiree Health
59	8/15/2019	ACH	Retiree McGuire	563.00	Calpers Retiree Health
60	8/15/2019	ACH	Retiree Memmott	187.74	Calpers Retiree Health
61	8/15/2019	ACH	Retiree Petrie	163.37	Calpers Retiree Health
62	8/15/2019	ACH	Retiree Pettey	187.74	Calpers Retiree Health
63	8/15/2019	ACH	Retiree Provost	258.83	Calpers Retiree Health
64	8/15/2019	ACH	Retiree Reetz	511.48	Calpers Retiree Health
65	8/15/2019	ACH	Retiree Reilly	187.74	Calpers Retiree Health
66	8/15/2019	ACH	Retiree Vine	187.74	Calpers Retiree Health
67	8/15/2019	ACH	Retiree Wettstein	598.00	Calpers Retiree Health
68	8/15/2019	ACH	Retiree Williams	598.00	Calpers Retiree Health
					Disability and Life Insurance for Aug 2019.
69	8/15/2019	EFT	Sun Life	2,001.06	
70	8/15/2019	N/A	TPx Communications	603.21	
	8/15/2019	ACH	Univar	7,247.93	Sodium Hypochlorite
71	8/15/2019	N/A	Verizon Wireless	2,030.46	Monthly Cell Phone Bill
72	8/15/2019	EFT	VSP	333.66	PAID via EFT 7/26/2019
73	8/15/2019	N/A	Water Components & Building Supply	74.23	
74	8/15/2019	N/A	WRA, Inc.	206.00	
75	8/15/2019	N/A	Zee Medical Company	295.82	
			TOTAL	\$ 1,217,833.27	

FINANCE APPROVAL	
GM APPROVAL	
BOARD APPROVAL	

ADDITIONS:

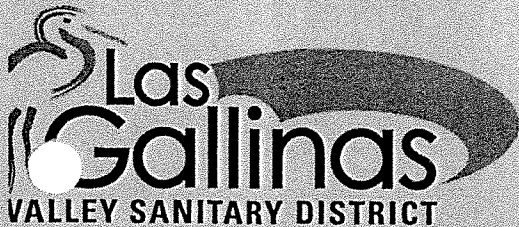
Total of Additions:	<u>0.00</u>
New Total:	<u>\$ 1,217,833.27</u>
EFT1 = Payroll	\$ -
EFT2 = Bank of Marin loan payments	
Petty Cash Checking	
Checks (Operating Account)	803,860.28
EFT = Vendor initiated "pulls" from LGVSD	82,901.02
ACH = LGVSD initiated "push" to Vendor	331,071.97
Total	<u>\$ 1,217,833.27</u>

Agenda Item 2C
Date August 15, 2019

Directors' Meeting Attendance Recap

<u>Name</u>	<u>Total Meetings</u>
Megan Clark	5
Rabi Elias	4
Craig Murray	2
Judy Schriebman	2
Crystal Yezman	<u>6</u>
Total	<u><u>19</u></u>

Meeting Date: 8/15/2019
Paydate 8/16/2019



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MEGAN CLARK Month: JULY 2019

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7-17		X	
TOTAL		1	

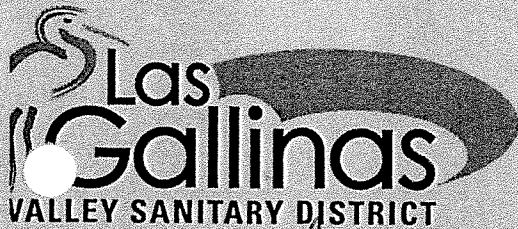
OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/7	SDLA	X	
8	"	X	
9	"	X	
7/12	NBWA	X	
TOTAL		4	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code 54733	5
---	---

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Megan Clark
Signature
[Signature]
Approved By/Date

7/25/19
Date
8-9-19
Pay Date



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Rabi Elias Month: July

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/17/19	Regular Mtg	✓	
TOTAL		1	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/1/19	Engineering Committee	✓	
7/2/19	CSDA Accademy	✓	
7/9/19	CSDA Accademy	✓	
TOTAL		3	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	4
---	----------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Rabi Elias
Signature
Rabi Elias
Approved By/ Date

7/17/19
Date
8-9-19
Pay Date



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415-472-1734 Fax: 415-499-7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MURRAY, Craig K. Month: July 2019

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day.

Board Members are limited to four (4) conferences or seminars per year.

For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/17/19	Board Meeting	X	
TOTAL		1/1	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/4/19	Marinwood Firefighters Pancake Breakfast Annual Community Fundraiser – Benefit for CERT, Community Programs		X
7/10/19	State Department of Toxic Substances Control 2019-23 Draft Strategic Plan Public Workshop		X
7/16/19	City of San Rafael Mahon Creek to Anderson Multi-Use Pathway (MUP) Grand Opening		X
7/18/19	350 Merrydale Road Townhome Development with City Planner		X
7/19/19	General Manager Coordinating Meeting- Call In		X
7/22/19	LAFCo DUC SubCommittee Meeting		X
7/6, 14, 28/19	Merrydale Road/Las Gallinas Creek Headwater Litter Removal c/o City of San Rafael: 7/6: 2.0 hours; 7/14: 1.5 hours; 7/28: 2.0 hours		XXX
7/17/19	LAFCo Officer/s, EO Coordination Meeting		X
7/24/19	General Manager Coordinating Meeting – In Person		X
7/24 /19	EPA Webinar Cyanobacteria Assessment		X
7/25/19	CASA Air Quality, Climate Change, & Energy (ACE) Workgroup Meeting	X	
7/25/19	City of San Rafael Neighborhood Meeting 350 Merrydale/3833 Redwood Highway Project		X
7/31/19	Community Wildfire Protection Plan Meeting		X
TOTAL		1/15	



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415-472-1734 Fax: 415-499-7715

BOARD MEMBER ATTENDANCE FORM

Total Meetings for which I am Requesting	2/16
Payment/Approved:	
Board Members maximum of six (6) per Health & Safety Code §4733	

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

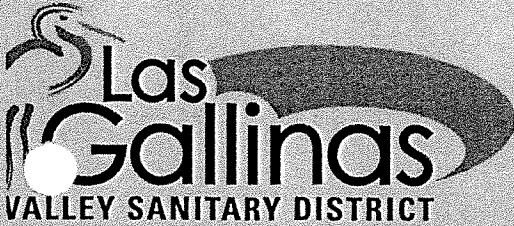
Signature
Robert D. King

Approved By

Date

July 31, 2019
Date
8-9-16

Pay Date



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: JUDY SCHRIEBMAN Month: JULY 2019

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/17	Reg mtg	✓	
TOTAL		1: 1	

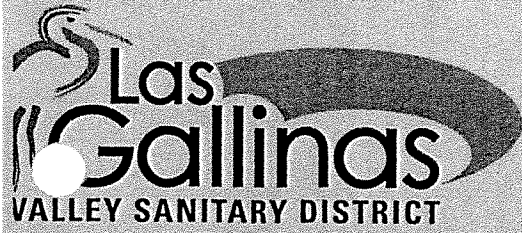
OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/10	BWC mtg	✓	
7/11	one-on-one w/ GM		✓
TOTAL		1: 2	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	<u>2</u>
---	----------

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Judy Schriebman
Signature
Robert D. Reig
Approved By/ Date

7-17-19
Date
8-9-16
Pay Date



300 Smith Ranch Road, San Rafael, CA 94903
 Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Crystal Yezman Month: July 2019

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board members are limited to four (4) conferences or seminars per year. For multi-day conferences, compensation shall be at a maximum of one (1) meeting per day.

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/17/19	Regular Board Mtg.	✓	
TOTAL			1

7/7/19 - travel day CSDA ✓

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
7/1/19	LGUSD Engineering Subcommittee	✓	
7/8/19	CSDA Conference	✓	
7/9/19	" "	✓	
7/10/19	" "	✓	
TOTAL			5

Total Meetings for which I am Requesting Payment: 6
 Max of six (6) per Health & Safety Code §4733

I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Crystal Yezman
 Signature
R. B. [Signature]
 Approved By/ Date

7/17/19
 Date
8-9-16
 Pay Date

Agenda Item 2D
Date August 15, 2019



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: 7/31/19 Name: CRAIG K. MURRAY

I would like to attend the FORMATION Meeting
of MARIN COUNTY SPECIAL DISTRICTS

To be held on the 18TH day of SEPT from 9 a.m. / p.m. and
returning on 18 day of SEPT from 11 a.m. / p.m.

Actual meeting date(s): SEPT 18 19

Purpose of Meeting: SPECIAL DISTRICT COORDINATION

Frequency of Meeting: 1X; AS SCHEDULED

Estimated Costs of Travel (if applicable): _____

Please submit to the District Administrative Assistant, no later than 2:00 p.m. on the Friday prior to the Board Meeting.

For Office Use Only

Request was Approved Not Approved at the Board Meeting held on _____.



BOARD MEMBER
MEETING ATTENDANCE REQUEST

Date: 7/31/19 Name: CRAIG K. MURRAY

I would like to attend the NASTT TRENCHLESS 2019 Meeting
of NORTH AMERICAN SOCIETY FOR TRENCHLESS TECHNOLOGY

To be held on the 23 day of OCT. from 7:30 a.m. / p.m. and
returning on 23 day of OCT. from 5:00 a.m. / p.m.

Actual meeting date(s): OCT 23 19

Purpose of Meeting: STUDIES OF THE REPAIR AND
REPLACEMENT OF AGING UNDERGROUND INFRASTRUCTURE

Frequency of Meeting: 1X

Estimated Costs of Travel (if applicable): _____

Please submit to the District Administrative Assistant, no later than 2:00 p.m. on the Friday prior to the Board Meeting.

For Office Use Only

Request was Approved Not Approved at the Board Meeting held on _____.



Agenda Summary Report

To: Mike Prinz, General Manager *MP*
 From: Michael P. Cortez, PE, District Engineer
 Mtg. Date: August 15, 2019
 Re: Approve Change Order 13 to CATS4U
 Item Type: Consent X Discussion _____ Information _____ Other _____
 Standard Contract: Yes _____ No _____ (See attached) Not Applicable X

BACKGROUND:

District Staff withheld the filing of a Notice of Completion for the Lower Miller Creek Channel Maintenance Project in 2018 in order to finish the repair of a rock vane structure within the 2019 construction period (September 1 - October 31) set by the regulatory agencies. To streamline the environmental review process, the permit application for the repair was predicated by the District retaining CATS4U as the contractor. The environmental review is almost complete, and Staff anticipates the issuance of a permit in the next few weeks.

CATS4U has submitted a change order proposal in the amount of \$182,521 for the rock vane structure repair. The proposal includes WRA for biological monitoring, Hanford ARC for revegetation and sprinkler system installation, and Tully Group for Stormwater Pollution Prevention Plan (SWPPP). (Hanford ARC's scope of work does not include the revegetation monitoring requirements described in the 1-year contract extension shown in a separate Agenda Summary Report in today's agenda.) Rachel Kamman and Miller Pacific Engineering Group prepared the engineering plans and specifications including the scope of work, which became the basis of CATS4U's change order fee estimate. Staff and Rachel Kamman reviewed CATS4U's proposal and deemed the cost reasonable.

PREVIOUS BOARD ACTION:

On June 14, 2018, the Board authorized up to \$100,000 for the repair of the Miller Creek rock vane structure.

ENVIRONMENTAL REVIEW:

The project was reviewed and approved by the following regulatory agencies:

1. Regional Water Control Board - Amendment to Water Quality Certification, July 10, 2019
2. US Army Corps of Engineers – Regulatory Division File Number 2015-00052N, July 25, 2019
3. California Department of Fish and Wildlife – Extension and Amendment of Lake Streambed Alteration Agreement, August 1, 2019

The following regulatory agencies are expected to issue a permit before the 2019 construction period (September 1 - October 31):

1. Bay Conservation and Development Commission
2. Marin County



FISCAL IMPACT:

Not to exceed \$182,521. This is within the budget allocation for Miller Creek – Repair, Maintain and Modify in the LGVSD Approved Project for Fiscal Year 2019-2020. The project was approved and encumbered in 2011 with Project Number 11500-09. The encumbered funds for this project are reserved in unallocated reserve for capital with a total balance before this expenditure of \$2,316,331.

STAFF RECOMMENDATION:

Board to approve Change Order 13 to CATS4U for repair of the rock vane structure.



License No. 465781
13503 Healdsburg Avenue, Healdsburg California 95448
Phone (707) 433-8304 Fax (707) 433-9104

July 25, 2019

Las Gallinas Valley Sanitary District
300 Smith Ranch Rd
San Rafael, CA
Attn. Rachel Kamman

Re: Repairs to levee and rock vane to prevent further erosion per Rachel Z Kamman,
PE memorandum of 11-28-18. CG19-9B

1. Mow levee tops and weed-wack work areas at rock vane after biological clearance by others, pull back +/- 50 of fence on east side of work area \$ 5,450
2. At low tide dig out existing rock along edge of rock vane and along washed out area to facilitate installing fabric and rip-rap, store on top of levee \$ 6,600
3. Furnish and install fabric underlayment for rock \$ 4,625
4. Install up to 2000' of plastic exclusionary fencing \$ 14,740
5. Pre and post construction survey of immediate work area \$ 9,330
6. Install 1 ton and ¼ ton rip-rap per drawing \$ 8,850
7. Place coarse fill around rip-rap to fill void in slope \$ 8,496
8. Cost of up to 20 tons 1 ton rip-rap, 20 tons ¼ ton and 60 tons coarse gravel delivered (or gravel dug out of creek) \$ 8,140
9. Compact and cover coarse gravel areas and bank above them with North American Green SC150BN fabric in 4' wide strips parallel to flow with 1.5 times customary staples. Cover with 18" lightly compacted weed free soil \$ 22,975

10. Hydroseed and straw of disturbed areas using up to 50# LeBallister Holdfast Native Blend	\$ 7,275
11. Mobilization, biologist training and sanitary	\$ 10,200
12. Management – Foreman & Tool Truck 160 hrs @ \$95	\$ 15,200
Total for above items	\$ 121,881

13. Subcontractors

Tully - SWPPP & Inspections	\$3,950.00 x MU 15% =	\$ 4,542.50
Hanford ARC – Planting & Irrigation	\$21,480.00 x MU 15% =	\$24,702.00
WRA – Biological Monitoring & Clearance	\$17,300 x MU 15% =	\$19,895.00
**Est Cost for for CDWF Fish Salvage & Relocation =		\$11,500.00

Total for all work including Subcontractors \$182,520.50

Excludes: Permits, additional engineering or surveying, traffic control, initial or final construction staking, compaction or other testing, drainage except as noted, keyway drains, hauling of construction water from offsite, dewatering, unrippable rock, demolition, locating, moving or removal of existing utilities, erosion control measures unless noted above, erosion control maintenance. Import or export of soil or aggregate except as noted

Thank you,

Clay Green

President

CATS4U INC



Civil Engineering and Stormwater Solutions

July 17, 2019

**RE: Proposal for SWPPP Amendment and Inspection Services for Lower Miller Creek
Channel Maintenance, Las Gallinas Valley Sanitary District**

Dear Joy Camilli, Cats 4U, Inc.,

Thank you for the opportunity to provide a bid for this work. We provide civil and stormwater engineering services. This proposal assumes the project is a Risk Level 2.

Scope of Work:

- A. Amend existing Stormwater Pollution Prevention Plan (SWPPP).
 - I. Amend SWPPP per State and contract requirements.
 - II. Exclusions: Required monitoring, inspection, NOI fees, and BMP installation are not included. Monitoring and inspection services are available at an additional cost upon request.
- B. Rain Event Action Plans (REAPs).
 - I. Prepare REAPs prior to a rain event with 50% or more chance of occurrence; prepared by a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP).
 - II. Exclusions; this contract item can only be provided if we are selected to also perform Stormwater inspection services. This does not include a pre-storm inspection which would be covered under other bid items.
- C. Storm Water Annual Report
 - I. Prepare Stormwater Annual Report in accordance with SWRCB requirements. This service can only be provided if we also prepare the SWPPP or provide stormwater inspection. This item is only required for jobs with a Stormwater permit lasting 3 or more months.
- D. Provide Weekly Stormwater Inspection and Qualified SWPPP Practitioner
 - I. Provide Stormwater Inspector with Qualified SWPPP Practitioner (QSP) certification.
 - II. Provide inspection 1 day per week of stormwater Best Management Practices (BMP's) and oversee BMP implementation; inspections will be done or overseen by a QSP.
 - III. Provide quarterly non-stormwater monitoring inspection.
 - IV. Check NOAA weather forecast daily.
 - V. Provide stormwater inspection reports once a week.
 - VI. Prepare SWPPP Amendments as needed.
 - VII. Provide initial SWPPP training to contractor's staff and subcontractors at beginning of job.
 - VIII. Exclusions; Does not include any onsite sampling or lab testing if there is an event that triggers non-stormwater, non-visible pollutant or other testing.
- E. Provide Stormwater Inspector for Pre-Storm, During Storm/Sampling or Post Storm Inspection
 - I. Provide Pre-storm inspection; before a forecasted storm event which is defined as one with a 50% chance or more of occurrence.
 - II. Provide During storm inspection and sampling. This is required every 24 hours during extended storm events, but only for qualifying rain events. The during storm inspection will include sampling if runoff is observed; provide 3 minimum samples per day of the pH and turbidity in stormwater runoff. Sampling not required after hours or on weekends/holidays.
 - III. Provide Post storm inspection; after a qualifying rain event. A qualifying rain event is one that produces ½" or more of rain with a 48 hour or greater period between rain events.
 - IV. Inspections will be done or overseen by a QSP.

Fee:

The services noted below will be prepared for a Fixed Fee of the following, with fees billed monthly based upon percent completion:

**TULLY CONSULTING GROUP
1650 N. LINCOLN ST, SUITE A • DIXON, CA • 95620
PHONE: 707-693-1926 • FAX 707-471-0318 • ESTIMATING@TULLYGROUP.COM**



Civil Engineering and Stormwater Solutions

- A. Prepare SWPPP Amendment \$500
- B. Rain Event Action Plan, \$75 EA x 2 estimated \$150
- C. Storm Water Annual Report, \$500 EA – Not required due to duration of less than 3 month
- D. Provide Weekly Stormwater Inspection and Qualified SWPPP Practitioner \$300 per week
\$300/week x 9 weeks = \$2,700
- E. Provide Stormwater Inspector for Pre-Storm, During Storm/Sampling or Post Storm Inspection \$300 EA
\$300 per visit x 2 visits = \$600

For quantity purposes, we estimate no more than 2 events
This is based on the project lasting 9 weeks or 45 working days.

Additional QSP services will be billed at rate of \$125 per hour.

Additional QSD services will be billed at rate of \$135 per hour.

Fees will be due within 30 days of client's receipt of invoice. Late payments beyond 30 days past due can be subject to a 1.5% per month interest charge. Payment arrangements can be made to coincide with any owner to contractor payment installments.

Timing and deliverables:

Submittals will be provided in a timely manner; please contact us for scheduling so we can meet your deadline. The document will be provided in hard copy (2 copies) and electronic PDF format.

Sincerely,

AUTHORIZATION TO PROCEED

Robin Tully, PE, QSD, President
Prof. Civil Engineering License #: C64354

Name:
Date:

DBE/WBE/UDBE #38300, Please Note: DBE Certificates do not expire - firms that do not continue to meet DBE criteria are decertified and removed from the database. SBE (Micro) #60919, Exp. 1/31/2020; Annual Revenue: Under \$1 Million, In Business Since 2005; Taxpayer Identification Number (TIN) 83-0499875; DIR Registration Number: 1000024960, Exp. 06/30/2022; Full legal name: Tully Inc., DBA Tully Consulting Group



HANFORD ARC

596 1st St. East
Sonoma, CA 95476
Ph. 707-934-8458
www.hanfordarc.com

To: Rachel Kamman c/o Las Gallinas Valley
Sanitary District

Attn:

Address:

Phone: (415) 225-3381

E-mail: rzkamman2@gmail.com

Quoted on: 4/26/19

Project: Lower Miller Creek – Revegetation of Slope
Repair Area and 1 Year Maintenance

Quote valid for: 30 calendar days

Item #	Description	Quant.	Unit	Unit Price	Ext. Price
1	PLANT INSTALLATION	1	LS	\$9,740.00	\$9,740.00
2	IRRIGATION INSTALLATION	1	LS	\$11,740.00	\$11,740.00
Grand Total:					\$21,480.00

Scope Summary:

- 1) PLANT INSTALLATION** – Hanford ARC will install 120 container plants in the construction/erosion repair footprint area. Plant species will be installed per planset specifications from the original revegetation project (attached to this proposal for reference). Plants are assumed 1-gallon size. Our level of effort assumes hand-spreading/incorporating a small amount of native erosion control seed mix as well, per original planset. Hanford ARC will purchase, obtain and deliver all plant material; this item's cost includes mobilization. **Please note that work will begin once construction is complete and the construction contractor is entirely de-mobilized from the site.**
- 2) IRRIGATION INSTALLATION** – Hanford ARC will install irrigation elements in order to provide water to newly installed plants. Our level of effort is based on irrigation installation plans and specifications from the original revegetation effort; we assume approximately 2,500 LF of 2" mainline, and other components including, controller, timer, valve box, sprinkler heads, etc. Irrigation elements will be installed once planting is complete. Irrigation will be tied into existing site irrigation, and will use the same water source. This item's cost includes mobilization. **Water to be provided by LGVSD at no cost to Hanford ARC.**

Qualifications & Exclusions:

- The rates used in this estimate reflect Prevailing Wage Construction (for items #1 and #2), 2019-1, Marin County, and Prevailing Wage Plant Establishment (for item #3), 2019-1, Marin County.
- This proposal excludes plan design, monitoring, permits, testing, and SWPPP development.
- Hanford ARC works 7:00 am – 3:30 pm, Monday - Friday. This proposal excludes weekend and holiday work, unless specifically requested; in those instances, costs would be re-negotiated.
- Hanford ARC requires a 48-hour notification window to start work.

SCOPE OF WORK AND ESTIMATED COST

Las Gallinas Valley Sanitary District Lower Miller Creek Channel Maintenance

Biological Monitoring During 2017 Re-Mobilization

Prepared for:

Joy Camilli, Cats4U, Inc.

Healdsburg, California 95448

July 23, 2019

WRA Project No. 26227

PURPOSE

The purpose of this Scope of Work is for WRA to provide environmental training, biological monitoring and observation services for the Las Gallinas Valley Sanitary District (LGVSD) Lower Miller Creek Rock Weir Repair Project. LGVSD has re-mobilized the contractor (Cats4U) and sub-contractors, including WRA, to repair a rock weir that was installed in 2017. WRA proposes to provide training and biological monitoring during repair and construction activities, in accordance with regulatory agency permit requirements. Biological monitoring by a qualified Biologist is required by the U.S. Fish and Wildlife Service during on-site work.

SCOPE OF WORK

Task 1: 2019 BIOLOGICAL MONITORING AND CLEARANCE

WRA's approach to this task will include performance of the following sub-tasks in accordance with all project permit conditions:

- Notify CDFW of re-mobilization project start and obtain verification of resume approvals from CDFW.
- Conduct pre-construction clearance surveys for rails and prepare a brief letter report for CDFW.
- Conduct environmental training for all construction personnel.
- Perform clearance and monitoring of all vegetation removal within banks and on top of levee as necessary to allow for access of equipment. (WRA has experience implementing USFWS and CDFW approved protocols for flushing salt marsh harvest mouse (SMHM) from the vegetation, and will implement these methods in conjunction with vegetation clearing in accordance with the assumptions listed below. The rate of vegetation removal is based on experience conducting hand clearing on similar projects.
- Monitor installation of SMHM exclusion fencing.
- Prepare a final monitoring report

ASSUMPTIONS FOR ITEM 1:

- **Work Days** – WRA assumes all crews will work a standard 8.5-hour long day.
- **Work Time Limits** – WRA assumes work will occur over a period of 4 to 8 weeks. During that time tasks involving project management such as: communications with construction or agency personnel and staffing will be required on a weekly basis by senior level staff.
- **Rail Surveys** – Surveys will require 2 biologists to survey the Project Area for one full day to adequately cover the entire worksite and assure compliance with the permits.
- **Environmental Training** – WRA assumes that all crew members will be available at the start of work activities to receive training per the project permit requirements.
- **Vegetation Clearing** – WRA assumes that a suitably sized vegetation removal crew (minimum of 4 – 5 members) will be on site each day during vegetation removal work in order to progress at a rate of 500 feet per day with a clearing width of approximately 60 feet (per project plans) for a total of 1 to 2 days. Expansion of area or slower rate of removal will result in additional costs not covered under this lump sum agreement. WRA has budgeted approximately 48 person hours for vegetation clearing.
- **SMHM Exclusion Fence Installation** – WRA assumes that exclusion fence installation will occur on both sides of the Project Area (between salt marsh habitat and the project site), will span approximately 3,000 feet, and will progress at 1,500 feet per day. Expansion of area or slower rate of installation will result in additional costs not covered under this lump sum agreement.
- **Reporting** – WRA assumes that only (1) final report and (1) survey summary report will be required by the Project.

SCHEDULE

WRA will provide biological observation services as during construction activities as described above.

STAFFING

Phil Greer will be the principal in charge of the project. Mark Kalnins will be the project manager. Other staff will be assigned to the project as necessary.

ASSUMPTIONS

The following assumptions have been made in the preparation of this Scope of Work:

- Any previous correspondence between the client and government agencies that relate to biological issues for the project will be provided to WRA prior to work.
- WRA will not provide any biological survey, assessment, or other reconnaissance.
- WRA cannot guarantee schedules or costs for actions taken by regulatory and other third-party entities with authority to approve project activities, as these actions are outside of WRA's control.

ESTIMATED COST

The estimated cost for the services described in this Scope of Work is provided below. This cost is based on the assumptions above and normal working conditions. Costs may be reallocated between tasks, but the total cost will not be exceeded without authorization.

Task	Cost
1. Biological Services During Rock Weir Repairs	\$15,000
2. Project Management	\$2,300
Total:	\$17,300

TERMS AND CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)

APPROVAL TO PROCEED

(6327945) 1/1/2019

To authorize WRA's services and to signify their mutual intent to be legally bound by this Scope of Work and Exhibit A, authorized representatives of the parties hereby execute this agreement, effective upon the date when both parties have signed below.

For Client

Signature

Date

Printed Name and Title

Email Address

Billing Information:

Name and Email (if different from above)

For WRA

Signature

Date

Printed Name and Title

EXHIBIT A
WRA, INC. – STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE: The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.

2. SCOPE OF WORK; CHANGE ORDERS: The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control that may require additional field work, agency consultation, and/or public hearings. In the event of a change to WRA's scope of services, through no fault of WRA, the compensation and timing for services under this Agreement shall be equitably adjusted. Any such change shall be agreed to by both parties in the form of an executed Change Order. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.

3. ESTIMATED COST; PAYMENT: The estimated cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein, and is subject to change based on specific conditions that arise during the performance of services. Labor rates are subject to an annual increase each January. Reimbursable expenses, including subcontractor fees, mileage, postage, and equipment are charged at cost plus ten percent (10%).

WRA will invoice Client for its services monthly, based on time and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due in full within 30 days of the date on the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall notify WRA within 10 days of receipt of the invoice, and shall promptly pay the portion not in dispute. If WRA requires Client to pay a retainer, the retainer amount will be applied to the final invoice under the Scope of Work. Any amount invoiced in excess of the retainer on the final invoice will be due and payable to WRA, and any unused portion of the retainer will be refunded to Client within thirty (30) days of the date on the final invoice.

4. CONFIDENTIALITY: All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.

5. WORK PRODUCTS: Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modification for purposes outside this Agreement shall be at Client's sole risk.

6. CLIENT DUTIES: Client agrees to (a) provide complete requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous condition at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall cease work and determine the health and safety precautions necessary to continue services, and will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. WRA charges a minimum of 4 hours for each staff member mobilized and/or en route to a project site if work is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered at the site cause WRA staff to cease work.

WRA shall be entitled to rely upon the information provided by Client and its representatives. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws relating to the operation of its business, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.

7. LEGAL COUNSEL: WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.

8. NONDISCRIMINATION: WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered consultants take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

9. LIMITATION OF LIABILITY: In no event, whether as a result of breach of contract, warranty, tort (including negligence and strict liability) or otherwise, shall WRA be liable for any special, consequential, incidental, or punitive damages. WRA's maximum liability to Client for any and all loss or damage arising out of this Agreement shall be limited to the repair, replacement or re-performance of the delivered services, or if repair, replacement or re-performance is impossible or impractical, then to the insurance proceeds made available to WRA for such liability.

10. INDEMNIFICATION: Client and WRA each agree to indemnify and hold harmless the other party and its officers, directors, partners, and employees, from all liabilities arising from claims by third parties, including reasonable attorneys' fees and expenses, solely to the extent they are actually caused by the negligence of the indemnifying party arising out of the performance of this Agreement, and subject to any limitations of liability contained in this Agreement.

If WRA's services include construction management, WRA has no duty to direct or supervise any separate consultants or contractors of Client, or to provide their means, methods, or sequences, or to stop or otherwise suspend their activities. WRA shall not be responsible for the failure of Client's separate consultants or contractors to fulfill their responsibilities, and Client agrees to indemnify and hold harmless WRA against any liabilities arising out of such failures.

11. TERMINATION: Either party may terminate the Agreement (a) in the event of a material breach by the other party that is not cured within seven (7) days after written notice of such breach, or (b) for any reason upon thirty (30) days' advance notice to the other party. All work completed up to the effective notice of termination will be due and payable by Client, and all deliverables prepared by WRA up to such time shall be provided to Client.

12. FORCE MAJEURE: WRA shall not be responsible for delay in the performance of its obligations under this Agreement caused by an occurrence or circumstance beyond its control, including but not limited to, severe weather or other natural catastrophes; terrorism, war, riots, strikes, lockouts or other disturbances; or acts of the government or any governmental agencies. To the extent that WRA's services are delayed by such events, WRA will be entitled to an equitable adjustment to the timing for services under this Agreement.

13. DISPUTE RESOLUTION: Client and WRA agree that any disputes related to this Agreement shall first be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement. Each party is responsible for payment of its own costs for mediation.

14. GOVERNING LAW: This Agreement and any action for claims arising out of it shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably and unconditionally submit to the exclusive jurisdiction and venue (and waive any objections as to laying of venue) of (a) the United States District Court for the Northern District of California (San Francisco), or (b) if such court lacks subject matter jurisdiction, the Superior Courts of the State of California, County of Marin. Each party irrevocably waives any right to object that the court does not have jurisdiction over the substance of claims or disputes or a party.


15. NOTICES: Any notice provided for under this Agreement will be given in writing to the parties at the physical and/or email addresses set forth in the Scope of Work, or to such other addresses as either party may later specify. Notice shall be effective on the date of service if served personally, on the second day after mailing if mailed by first class mail, or upon acknowledgement of receipt if sent by email.

16. OTHER PROVISIONS: This Agreement, including the attached Scope of Work, constitutes the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior and contemporaneous representations, agreements, or understandings between the parties, except to the extent the parties have executed a separate confidentiality or non-disclosure agreement, which shall remain in full force and effect. If any provision of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the other provisions shall remain in full force and effect. No amendment or supplement of this Agreement shall be binding unless in writing signed by both parties. No waiver of any one provision of this Agreement shall constitute a waiver of any other provision. Except for permitted successors, assigns, and WRA subsidiaries and affiliates, this Agreement shall not operate for the benefit of any third parties. Neither party may assign this Agreement without the prior written consent of the other. The section headings herein are provided for convenience, and shall not be taken into consideration in the interpretation of this Agreement.



Item Number 2 F

Agenda Summary Report

To: Mike Prinz, General Manager 

From: Michael P. Cortez, PE, District Engineer

Mtg. Date: August 15, 2019

Re: Approve 1-Year Contract Extension with Hanford ARC for Lower Miller Creek Revegetation Maintenance Requirements

Item Type: Consent Discussion Information Other

Standard Contract: Yes No (See attached) Not Applicable

BACKGROUND:

Pursuant to the California Department of Fish and Wildlife (CDFW) and Regional Water Quality Control Board (RWQCB) environmental permit requirements for the Lower Miller Creek Channel Maintenance Project, the District hired Hanford ARC on June 28, 2018 for Year 1 of a minimum 6-year monitoring program to ensure proper revegetation of the areas disturbed during construction. The contract has expired, and in response to Staff request, Hanford ARC submitted a proposal for Year 2 in the amount of \$79,170. The scope of work is similar to Year 1 as shown in the attached proposal. However, the fee proposal for Year 2 has increased by more than 100% due to the additional monitoring requirements for the rock vane structure, cost of living adjustment, and additional certified payroll monitoring and compliance not anticipated in the Year 1 proposal.

In 2018, Staff conducted an informal bid solicitation prior to the District awarding the initial 1-year contract. Hanford ARC submitted the most reasonable proposal out of three landscaping contractors. Hanford's performance for Year 1 is satisfactory and staff believes that Hanford ARC's 1-year extension proposal is reasonable.

PREVIOUS BOARD ACTION(S):

On June 28, 2018, The Board approved a 1-year contract with Hanford ARC in the amount of \$37,625 for Year 1 of the 5-year landscaping maintenance of the disturbed areas of Lower Miller Creek during the dredging project in 2016 and 2017.

ENVIRONMENTAL REVIEW:

The project was reviewed and approved by the Regional Water Quality Control Board and other agencies under the Lower Miller Creek Channel Maintenance Project.

FISCAL IMPACT:

Not to exceed \$79,170. This is within the budget allocation for Miller Creek – Repair, Maintain and Modify in the LGVSD Approved Project for Fiscal Year 2019-2020. The project was approved in the 2019-20 budget as Project Number 11500-09 in the amount of \$78,000. The difference in funds above \$78,000 is reserved in the unallocated reserve for capital of \$2,316,331.



STAFF RECOMMENDATION(S):

Board to approve a 1-year contract extension with Hanford ARC for the Lower Miller Creek revegetation maintenance program required by regulatory agencies.

HANFORD ARC

765 Baywood Drive – Suite 237
 Petaluma, CA 94954
 Ph. 707-966-6633
www.hanfordarc.com

To: Las Gallinas Valley Sanitary District
Address: 300 Smith Ranch Road
 San Rafael, CA 94903

Attn: Irene Huang
Phone: (415) 472-1033 x29
E-mail: ihuang@lgvsd.org
Quoted on: 6/4/18

Project: Lower Miller Creek – 1-year Maintenance

Quote valid for: 30 calendar days

#	Description	Quant.	Unit	Unit Price	Ext. Price
1	MAINTENANCE (2019-2020)	1	LS	\$79,170.00	\$79,170.00
2	MAINTENANCE (2020-2021)	1	LS	\$83,130.00	\$83,130.00
3	MAINTENANCE (2021-2022)	1	LS	\$87,290.00	\$87,290.00
4	MAINTENANCE (2022-2023)	1	LS	\$91,650.00	\$91,650.00
5	MAINTENANCE (2023-2024) (ROCK VANE REPAIR SUB-SITE)	1	LS	\$48,120.00	\$48,120.00
Grand Total:				\$389,360.00	

Scope Summary:

1) **MAINTENANCE**

This proposal is for the remaining four years (Year 2 to Year 5) of plant establishment/maintenance at the Lower Miller Creek Revegetation project site, including an extra year for a smaller area that will be disturbed during the rock vane repair, for a total of five years. "Maintenance" assumes the following activities:

- **Weed Inspections and Removal**

Hanford ARC will schedule weed control inspections every other month for a minimum of **six (6) times each year**. Inspections shall include, at a minimum, identifying and marking weeds to be controlled and discussing control timing and methods. Invasive plant control event shall be completed within ten (10) working days of beginning the event. Note: Remove only weeds/plants that may potentially harm the shrubs and plants planted during revegetation completed in December 2018. Weed management work/effort will fall under the not-to-exceed maximum, regardless of differing levels of effort for each management event.

- **Irrigation System Maintenance**

Hanford ARC will maintain the irrigation system. Irrigation maintenance shall include inspecting the system for any leaks or damage and making repairs as needed. Crews will adjust the irrigation watering schedule as required to ensure that the plantings remain in good health. Irrigation inspections will take

place at the same time as the weed inspection/removal event. There will be a minimum of 6 total inspections/repair events, to mirror above weed inspections/removal events.

- **Plant Replacement – All sizes**

Replacement and reseeding will be on a time and materials basis, as negotiated with LGVSD prior to start of each planting and reseeding event.

- **Maintenance Inspections and Reporting**

The following will be completed on an as-needed/as-requested basis under the not-to-exceed total budget, as time and materials: this task includes additional maintenance activities needed to ensure that the plants remain in good health, the project site remains free of debris and trash, and maintenance activities are recorded. The planting watering basins shall be maintained and mulch shall be re-applied as needed. Following the completion of each maintenance activity, Contractor shall remove all trash and construction debris from the project site. The Contractor shall record all maintenance activities and observations in a maintenance logbook and submit the maintenance logbook to the Project Manager once annually between October 1-15 of each year of the five years of long-term maintenance.

Conditions:

- The rates used in this estimate reflect Table 2019-1, Prevailing Wage Full Construction Group 3 Area 1 Marin County: <https://www.dir.ca.gov/opri/2019-1/PWD/Determinations/Northern/NC-023-102-1.pdf>
- The proposal includes all costs/effort associated with administering a maintenance agreement with LGVSD, including budget tracking, invoicing, certified payroll reporting and compliance, etc.
- Note that Item “#5 MAINTENANCE (2023-2024) (ROCK VANE REPAIR SUB-SITE)” refers to performing maintenance on a small portion of the site that will be planted/repared in fall 2019, not the entire project site.
- Water will be provided by LGVSD at no cost to Hanford ARC.
- This proposal excludes plan design, monitoring, permits, testing, and stormwater pollution control plan development.
- Hanford ARC works 7:00 am – 3:30 pm, Monday - Friday. This proposal excludes weekend and holiday work, unless specifically requested; in those instances, costs would be re-negotiated.
- Hanford ARC requires a 48-hour notification window to start work.
- We do not expect/assume any erosion control measures in this cost proposal. If LGVSD would like to request additional erosion control measures during the period of maintenance, they will be negotiated on a time & materials basis.
- Hanford ARC will not eradicate clearly-occupied homeless encampments on-site.

If you need clarification on this proposal please contact:

Will Johnson
Project Manager
(707) 766-4905
w.johnson@hanfordarc.com



Item Number 2G

Agenda Summary Report

To: Mike Prinz, General Manager *MDP*
From: Michael P. Cortez, PE, District Engineer
Mtg. Date: August 15, 2019
Re: Will Serve Letter for APN 180-251-04, 22 Leona Drive
Item Type: Consent X Discussion _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X

BACKGROUND:

The property owner of 22 Leona Drive has proposed to construct a 2-story single-family residential unit consisting of 35 plumbing fixture units. Based on the information submitted to staff, the connection fee is \$6,224. The property owner has obtained approval from City of San Rafael Building Department for the single-family unit.

Based on this information, a Will Serve Letter has been drafted requesting the property owner to pay a connection fee of \$6,224.

PREVIOUS BOARD ACTION(S):

N/A

ENVIRONMENTAL REVIEW:

N/A

FISCAL IMPACT:

Connection fee revenue of \$6,224.

STAFF RECOMMENDATION(S):

Property Owner, 22 Leona Drive



DISTRICT BOARD
 Megan Clark
 Rabi Elias
 Craig K. Murray
 Judy Schriebman
 Crystal Yezman

DISTRICT ADMINISTRATION
 Mike Prinz,
 General Manager
 Michael Cortez,
 District Engineer
 Mel Liebmann,
 Plant Manager
 Robert Ruiz,
 Administrative Services Manager
 Greg Pease,
 Collection System/Safety Manager

Date: August 15, 2019
 Property Owner: Nima Pirzadeh
 Property Owner Address: 22 Leona Drive
 San Rafael, CA 94903
 Applicant: Nima Pirzadeh
 Project Name: New Residence, 22 Leona Drive
 Project Address: 22 Leona Drive
 San Rafael, CA 94903
 Project APN: APN 180-410-07

Re: Will-Serve Letter

You have requested a **Will-Serve Letter** from the Las Gallinas Valley Sanitary District (“LGVSD”) on the August 15, 2019 Board Meeting.

Subject to the terms and conditions in this letter, LGVSD will serve the project as single family residential unit with 35 plumbing fixture units (PFU). This letter may be used to submit to another local agency to satisfy a condition for either tentative subdivision map approval or any other permit approval.

The standard terms and conditions of approval are as follows:

Initial	Item	Condition of Approval
	1	You pay for the facility capacity fee (new connection fee) in accordance with LGVSD ordinances and policies. Please note payment date obligation and amount obligation.
	2	You agree to abide by all conditions of approval of the Board of Directors.
	3	This Will Serve approval terminates three (3) years from the Board meeting date unless all building permits have been issued for the project.
	4	After the lateral inspection is completed and the connection verified, the property will be added to the sewer user charge and will receive a charge for this service.

A complete summary of the project specific conditions of approval is included in the Board Meeting minutes.

Fees Due:

The Connection Fee approved by the Board is as follows:

New Single Family Residential Unit:

Connection Fee:	\$ 6,224
Application Fee:	\$ 250 (Paid)
Engineering Review and Inspection Fees:	<u>\$ 0</u>
Total Fee:	\$ 6,474
Outstanding Balance:	\$ 6,224

The District ordinance provides for payment of the Connection Fee over a two year period according to the following:

1. 10% of the Connection Fee is due within thirty days of Board approval of final plans and specifications;
2. 40% of the Connection Fee is due within one year, August 15, 2020; or upon the date of building permit issuance, whichever occurs first;
3. 50% of the Connection Fee is due within two years, August 15, 2021; or upon the date of building permit issuance, whichever occurs first;

By issuing this **Will-Serve Letter**, LGVSD is not incurring any liability of any nature, including but not limited to mandate, damages or injunctive relief. LGVSD is making no representation to the applicant nor waiving any rights it has under any applicable State or Federal law. In the event there is any court-imposed moratorium on LGVSD, a connection to the District system may not occur. In the event any government agency imposes a moratorium on LGVSD, a connection to the District system may not occur. In the event there is not sufficient capacity, a connection to the District system may not occur.

If connection has not been made within three years, the allocation will be terminated without prejudice. Upon request, you will receive a refund of 90% of the above fees and you will be able to re-apply for an allocation at the fee rate then prevailing. Please sign and date the original of this letter and return it to the District office within 10 days. The copy is for your records.

Sincerely,

Mike Prinz, General Manager

AGREED:

Date: _____

Project Applicant

Cc: Michael P. Cortez, District Engineer
Robert Ruiz, Administrative Services Manager



Item Number 2H

Agenda Summary Report

To: Mike Prinz, General Manager *MDP*
From: Mel Liebmann, Plant Manager
Mtg. Date: August 15, 2019
Re: Sharp Electronics Solar Panel Replacements
Item Type: Consent X Discussion ~~___~~ Information ___ Other ___
Standard Contract: Yes ___ No XX (See attached) Not Applicable ___

BACKGROUND:

Sharp Electronics Solar Panels were installed as a part of the District's 2003 Phase B Solar Power Project. In 2013, Kenwood Energy discovered signs of premature failure in the Sharp manufactured solar panels during recommissioning work. Sharp Electronics responded to an inquiry regarding the issues that were discovered by offering to replace panels that met specific criteria after inspection. Staff contracted with Solar Craft to perform the inspections.

After reviewing the inspection report, Sharp Electronics has offered to provide replacements for the 280 failing panels. The Sharp Electronics proposal is to replace the failing panels with like and kind quality equipment as Sharp no longer manufactures the photovoltaic panels that are installed in our arrays.

District consultant, Tim Holmes, of Kenwood Energy has reviewed the proposal from Sharp Electronics and has recommended that the District accept their offer for replacement panels and negotiate the purchase of 20 additional panels for future spares. The estimated cost for a project to install the replacement panels is approximately \$59,000 and is not included in this item.

PREVIOUS BOARD ACTION:

NA

ENVIRONMENTAL REVIEW:

NA

FISCAL IMPACT:

\$59,000 cost for project to install the replacement panels is budgeted in the FY 19-20 budget

STAFF RECOMMENDATION:

Board to approve authority for General Manager to accept Sharp Electronics Solar Panel Replacement Proposal.



Sharp Electronics Corporation
Attn: Customer Assistance Center
Sharp Plaza Blvd
Memphis, TN 38193
800-237-4277

July 12, 2019

Las Gallinas Valley Sanitary District
300 Smith Ranch Road
San Rafael, CA 94903

RE: Case Number: 8749570
Product Name: Solar Module
Model Number: ND200U1
Serial Numbers: Listed in Appendix

Dear Mel Liebmann:

Pursuant to our review of your claim and results of the site inspections, it was confirmed by Sharp Electronics Corporation that three hundred and twenty-one (321) model ND200U1 PV modules, installed at your solar facility should be replaced.

The Parties understand that Sharp's limited product material and workmanship warranty has been expired for more than 10 years. As a one-time customer accommodation, not as a warranty obligation, Sharp Electronics Corporation approves replacement of these three hundred twenty-one modules, in exchange for acceptance of the terms and conditions of this claim resolve agreement ("Release Letter").

In lieu of providing Sharp-branded replacement products, Sharp offers to delivery to Customer's site a quantity of PV modules purchased from a third party manufacturer. The supplied modules, based on market availability at time of agreement, will provide a nominal 70,000Wdc nameplate capacity in a number of whole strings that will be compatible with existing inverter design and racking dimensions.

Per the conceptual replacement plan proposed by Sharp, the replacement modules may be installed to repower five (5) complete racking tables, allowing for 350 existing modules to be used for making the 321 replacements and also providing an allowance for 29 surplus service spares.



Examples of suitable replacement module supply schemes – based on available modules in recent market inquiries –

Example A: Trina* 250Wdc module
Quantity of 280 modules = 70,000Wdc
Arrangement = 20 strings X 14 modules per string

Example B: Jinko* 275Wdc module
Quantity of 260 modules = 71,500Wdc
Arrangement = 20 strings X 13 modules per string

Example C: Trina* 235Wdc module
Quantity of 308 modules = 72,380Wdc
Arrangement = 22 strings X 14 modules per string

(* or equivalent Tier 1 solar manufacturer)

In consideration of receiving the third-party replacement modules, the Customer hereby releases and forever discharges Sharp Electronics Corporation and their employees, agents, officers, directors and affiliates from any and all warranty claims, actions, causes of action, suits, debts, dues, sums of money, accounts, bills, invoices, covenants, contracts, controversies, agreements, promises, damages, costs, attorney's fees, interest, warranties, representations, claims and demands whatsoever, in law or in equity, in connection with the listed module(s). The Customer hereby agrees that the effect of this general release includes, but is not limited to, the elimination of any and all further claims related to material and workmanship (i.e. the expired limited Product warranty) for all Sharp-branded modules in this installation.

You agree that all of the terms, conditions and provisions of this Release Letter shall be held confidential by you, and that none of the terms, including the settlement, may be disclosed for any person, except that the terms of the Release Letter may be disclosed to the attorneys, accountants, tax or other financial advisors as may be necessary in the ordinary course of business in providing such legal and/or financial services to you. In revealing such terms, you shall advise those authorized persons of the confidential nature of those terms and that the same shall not be shared except as necessary for the performing and/or completing the job related to taxes/accounting for which they are retained.


Pursuant to this agreement, you cannot post, send, distribute any photographs or videos, or make any comments related to the product or settlement.

Please confirm by signing below and returning a copy of this letter. In accordance with this agreement, this resolves all warranty claims made at the site to date.



We appreciate the opportunity to work with you on this matter and to resolve your problem. We hope our efforts have demonstrated how important you, the consumer, are to us, and we hope we have restored your confidence in Sharp products.

SHARP ELECTRONICS CORPORATION

By:  Digitally signed by David Capozella
DN: cn=David Capozella, o=Asset Management,
ou=441/SSG, email=CapozellaD@SharpSEC.com,
c=US
Date: 2019.07.12 12:43:20 -05'00' Date: _____

ACCEPTED AND AGREED TO:

By: _____ Date: _____

Las Gallinas Valley Sanitary District
300 Smith Ranch Road
San Rafael, CA 94903

Memo

To: Mel Liebmann
From: Tim Holmes
Date: June 24, 2019
Subject: PV System Operations and Repair

During the 2013 PV system re-commissioning it was observed that many of the Sharp PV panels exhibited unusual bubbling in the encapsulate that seals the back of the panels from water intrusion. Both Sharp, and the local PV company Solar Craft, has confirmed the bubbling issue and Sharp has submitted a proposal to address the issue.

Following is a summary of the proposal and Kenwood Energy's summary and recommendations.

Sharp Proposal Summary

- Sharp will provide 280 new 250-watt PV panels, free of charge
- Estimated costs is ~\$59,000.
- Install the new panels on five dedicated tables (a table is a term that refers to a stand-alone portion of the PV system. The system consists of a total of 43 tables)
- The existing panels that are currently on these 5 tables will be used to replace the other panels throughout the PV system.
- Based on the known failures, Sharp estimates that the District will have ~30 of the original Sharp 200 watt panels as spares when the project is complete.

Kenwood Energy Summary and Recommendations.

- The new tables will essentially make up a brand new 70.0 kW PV system with panels that should last for 25 years.
- The retail value of the new panels is about \$35,000.
- The retail cost of a 70 kW system is about \$140,000.
- The District will have spare panels for future replacements
- Recommendations:
 - Accept the proposal and get repairs started ASAP. PG&E's summer rates start on May 1st.
 - Attempt to negotiate for an additional 20 new panels for future spares.
 - Install a new data acquisition system so that the output and performance of the system can be easily tracked. It is estimated at an additional cost of ~\$15,000.



Agenda Summary Report

To: Mike Prinz, General Manager *MJP*
From: Robert D. Ruiz, Administrative Services Manager
Mtg. Date: August 15, 2019
Re: Resolution Confirming the Report on Sewer Service Charges for the Las Gallinas Valley Sanitary District for the Fiscal Year 2019-20.

Item Type: Consent X Discussion _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

BACKGROUND:

On March 28, 2019 the board adopted Resolution No. 2019-2159 setting the time and place for public hearings on Sewer Service Charge Rates for the Fiscal Year 2019-20. The resolution also provided for public notice as to when protests would be made public (There were 11 letters).

After the above, on June 6, 2019, the board approved resolution 2019-2169, which was to place the Collection of Sewer Service Charges on the Tax Roll. The staff has prepared and will file a written report containing a description of each parcel of real property receiving services and facilities from the District and the amount of service charge for each parcel for the fiscal year 2019-20.

PREVIOUS BOARD ACTION:

Resolution 2019-2159, approved on March 28, 2019 was a resolution that set the time and place for public hearings and Resolution 2019-2169, approved on June 6, 2019, was a resolution approving the collection of sewer charges on the tax roll.

ENVIRONMENTAL REVIEW:

N/A

FISCAL IMPACT:

The revenue for this action is reported in the Budget.

STAFF RECOMMENDATION:

Staff recommends that the board approve the Resolution and authorize the Administrative Services Manager to file the information as requested by Marin County.

RESOLUTION No. 2019-2174

**A RESOLUTION CONFIRMING THE REPORT ON SEWER SERVICE CHARGES
FOR THE LAS GALLINAS VALLEY SANITARY DISTRICT
FOR THE FISCAL YEAR 2019-20**

LAS GALLINAS VALLEY SANITARY DISTRICT

RESOLVED, by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California that:

WHEREAS, this Board did on June 6, 2019, pursuant to Health & Safety Code §5473, adopt its Resolution No 2019-2169, A Resolution Providing for the Collection of Sewer Service Charges on the Tax Roll, and did direct the preparation and filing of a written report containing a description of each parcel of real property receiving services and facilities from the District and the amount of service charge for each parcel for the fiscal year 2019-20.

WHEREAS, said Board did on March 28, 2019 adopt its Resolution No. 2019-2159, A Resolution Fixing Time and Place for Public Hearing on Sewer Service Charge Rates for the Fiscal Year 2019-20 and Providing for Notice thereof where said Board did appoint the time and place of hearing protests to said report and directed notice;

WHEREAS, notice was given of the time therein stated in the manner provided by law as appears by the affidavit of publication on file in the office of the Secretary of said District;

WHEREAS, said matter came on regularly for hearing at the time fixed; and

WHEREAS, all written protests and other written communications were publicly read at said meeting and all persons desiring to be heard were fully heard; and

WHEREAS, said written report was prepared and will be filed with the Treasurer of said District on or before August 23, 2019.

NOW, THEREFORE, IT IS ORDERED as follows:

1. That objections to and protests, as required by Health and Safety Code §5473.2, against said report were not made by the owners of a majority of the separate parcels or property described in the report against which charges for the services and facilities provided by the District were fixed.

2. That said report be, and it is hereby adopted in full without revision, change, reduction or modification of any charge specified therein, and that said charges shall be collected on the tax roll of the County of Marin in the manner provided by law.

3. That the Treasurer of this District has filed with the County Auditor of Marin County, on or before August 23, 2019, a copy of said report, upon which shall be endorsed over his signature a statement that the report had been fully adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District.

4. The County Auditor of Marin County shall, upon receipt of said report, enter the amounts of the charges against the respective lots or parcels as they appear on the current assessment roll for the fiscal year 2019-20.

5. The County Auditor of Marin County shall, in addition to the annual sewer service charge, collect the County's collection fee of \$2 per parcel from each of the lots or parcels that appear on the current assessment roll for the fiscal year 2019-20.

* * * * *

I hereby certify that the forgoing is a full, true and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on August 15, 2019, by the following vote of the members thereof:

AYES, and in the favor thereof, Members:

NOES, Members:

ABSENT, Members:

ABSTAIN, Members:

ATTEST:

Teresa L. Lerch, District Secretary
Las Gallinas Valley Sanitary District

APPROVED:

(SEAL)

Craig K. Murray, Board President
Las Gallinas Valley Sanitary District



Agenda Summary Report

To: Mike Prinz, General Manager *MIP*
From: Robert D. Ruiz, Administrative Services Manager
Mtg. Date: August 15, 2019
Re: Approve an Amendment to Contract between the Board of Administration CalPERS and the Board of Directors LGVSD.

Item Type: Consent _____ Discussion X Information _____ Other _____
Standard Contract: Yes _____ No X (See attached) Not Applicable _____

BACKGROUND:

The 2014-2019 MOU with the Operating Engineers Local 3 union contains a limitation to the amount the Classic Member Employee Paid Member Contribution (EPMC) contributes to CalPERS as indicated by Exhibit A (an excerpt of the MOU with only pertinent pages included). This was established with a programmed change each year that started in 2014 with Employer Paid contribution of 4% and decreased each year through the contract's end with the Employer paying 0% of EPMC. At this time, both the Classic Employees and the PEPRA Employees would be paying 8%. The MOU was written to the effect that PEPRA member EPMC should be the same as the Classic member EPMC.

As of July 1st, 2019, CalPERS rates changed as follows:

Classic Members:

Employer contributions increased from 12.212% to 13.182%, an annual increase of contributions of \$12,808.
 Employee contributions did not change.

PEPRA Members:

Employer contributions increased from 6.842% to 6.985%, an increase of \$7,532 per year.
 Employee contributions increased from 8.0% to 8.5%, an increase of \$5,857 per year. This is a problem, since per our MOU, this amount should be at 8%.

In order to maintain the 8% EPMC for PEPRA members as indicated in the 2014-2019 MOU, the Board would have to agree to absorb the 0.50% increase as an Employer contribution. This would mean that the Employer paid contribution would increase by \$5,857 and would be at new total of \$13,389.

In addition, the Board has approved a two-year extension of the contract, with all provisions to remain intact for the next two years, without having to go to negotiations.

Attached are required forms and resolutions prepared by CalPERS that must be approved by the Board and executed by the President of the Board in order for this change to take place. Two public hearings must take place starting with today's meeting and ending at the next board meeting on September 5th. At that time the change can go into effect and the PEPRA employee contribution will reduce to 8%.



As of July 1st, PEPRAs employees (11 employees) are obligated to pay the 0.5% difference until this resolution is accepted by CalPERS. This does mean that an additional withholding from PEPRAs employees' checks will be required to financially rectify this at the employee level, which will be retroactive back to July 1st.

Staff expects that five payrolls will be processed until CalPERS accepts the amendment. The impact to each PEPRAs employees will be a one-time additional PERS contribution of approximately \$100 for this period. Classic members are not impacted by this issue. Staff have been informed.

PREVIOUS BOARD ACTION:

Resolution 2014-2011, A Resolution for Employer Paid Member Contributions (attached).

ENVIRONMENTAL REVIEW:

N/A

FISCAL IMPACT:

The employer paid member contribution costs would increase by \$5,857, which is not budgeted, but can be absorbed by the savings coming from staff vacancies.

STAFF RECOMMENDATION:

Staff recommends that the Board approve absorbing the 0.5% increase as an employer contribution, approve the Resolution of Intention and hold a public hearing on this subject.

Attachments:

Resolution 2019-2175 – Resolution of Intention to Approve Amendment to Contract.

Exhibit A CalPERS form CON12- Certification of Governing Body's Action.

Exhibit B: CalPERS form CON-12A – Certification of Compliance.

Exhibit C: CalPERS form – Amendment to Contract

RESOLUTION NO. 2014-2011

**A RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS
THE LAS GALLINAS VALLEY SANITARY DISTRICT**

WHEREAS, the governing body of the Las Gallinas Valley Sanitary District has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the Las Gallinas Valley Sanitary District has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Las Gallinas Valley Sanitary District of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the Las Gallinas Valley Sanitary District has identified the following conditions for the purpose of its election to pay EPMC:


- Effective July 1, 2014:
 - This benefit shall apply to all employees of Miscellaneous, non-management, "Classic" members of CalPERS.
 - This benefit shall consist of paying three (3) percent of the normal member contributions as EPMC.
- Effective July 1, 2015
 - This benefit shall apply to all employees of Miscellaneous, non-management, "Classic" members of CalPERS.
 - This benefit shall consist of paying two (2) percent of the normal member contributions as EPMC.
- Effective July 1, 2016
 - This benefit shall apply to all employees of Miscellaneous, non-management, "Classic" members of CalPERS.
 - This benefit shall consist of paying one (1) percent of the normal member contributions as EPMC.
- Effective July 1, 2017
 - This benefit shall apply to all employees of Miscellaneous, non-management, "Classic" members of CalPERS.
 - This benefit shall consist of paying zero (0) percent of the normal member contributions as EPMC.

NOW, THEREFOR, BE IT RESOLVED that the governing body of the Las Gallinas Valley Sanitary District elects to pay EPMC, as set forth above.

* * * * *

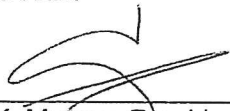
I hereby certify that the forgoing is a full, true, and correct copy of a resolution duly and regularly passed and adopted by the Sanitary Board of the Las Gallinas Valley Sanitary District, Marin County, California, at a meeting thereof held on the 26th day of June, 2014, by the following vote of the members thereof:

AYES, and in favor thereof Members: Clark, Elias, Greenfield, Murray, Schriebman
NOES, Members: none
ABSENT, Members: none
ABSTAIN, Members: none



Nanci A. Turnbull, District Secretary Pro Tem
Las Gallinas Valley Sanitary District
(seal)

APPROVED:



Craig K. Murray, President of Board of Directors



2019-2175
RESOLUTION OF INTENTION
TO APPROVE AN AMENDMENT TO CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
LAS GALLINAS VALLEY SANITARY DISTRICT OF MARIN COUNTY

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employees Sharing Additional Cost) of
a .5% reduction for new local miscellaneous members.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the above agency does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved



EXHIBIT A

California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

(public agency)

on _____.
(date)

Clerk/Secretary

Title



EXHIBIT B

California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

**Certification of Compliance with
Government Code Section 7507**

I hereby certify that in accordance with Government Code section 7507, the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement benefit(s) have been made public at a public meeting of the

_____ of the _____
(governing body) (public agency)

on _____ which is at least two weeks prior to the adoption of the Resolution /
(date)

Ordinance. Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

Clerk/Secretary

Title

Date _____



California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
Board of Directors
Las Gallinas Valley Sanitary District
of Marin County

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective February 1, 1971, and witnessed January 14, 1971, and as amended effective September 1, 1983, June 29, 1986, July 26, 1998, July 3, 2005, July 2, 2006, July 4, 2016 and June 19, 2017 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective June 19, 2017, and hereby replaced by the following paragraphs numbered 1 through 15 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members age 62 for new local miscellaneous members.
 2. Public Agency shall participate in the Public Employees' Retirement System from and after February 1, 1971 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **AGENCY BOARD MEMBERS; AND**
 - b. **SAFETY EMPLOYEES.**
6. Removal of the exclusion of "Persons Compensated on an Hourly Basis" pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after July 2, 2006 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).

8. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after July 2, 2006 shall be determined in accordance with Section 21354.5 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.7% at age 55 Modified and Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21548 (Pre-Retirement Option 2W Death Benefit).
 - b. Section 20042 (One-Year Final Compensation) for classic members only.
 - c. Section 20516 (Employees Sharing Additional Cost):

From and after July 4, 2016 and until June 19, 2017, .75% for new local miscellaneous members.

From and after June 19, 2017 and until the effective date of this amendment to contract, 1.75% for new local miscellaneous members.

From and after the effective date of this amendment to contract, 1.25% for new local miscellaneous members.

Please be aware that although Government Code Section 21031(c) currently states "If the contracting agency subsequently amends its contract to include a greater percentage of final compensation as prior service, the electing member shall be refunded that portion of his or her contributions made under this section as represents the additional prior service percentage contracted for by the agency plus interest at the crediting rate", due to Federal law CalPERS cannot reimburse the member.
 - d. Section 20503 (To Remove the Exclusion of Persons Compensated on an Hourly Basis, Prospectively from July 4, 2016).
11. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on September 1, 1983. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
12. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.

13. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
14. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
15. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BOARD OF DIRECTORS
LAS GALLINAS VALLEY SANITARY
DISTRICT OF MARIN COUNTY

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

8/15/2019

General Manager Report

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

8/15/2019 BOARD REPORTS

Agenda Item 5.1

LAFCO

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.2

Gallinas Watershed Council/Miller Creek Watershed Council

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.3

JPA Local Task Force on Solid and Hazardous Waste

- Separate item to be distributed at Board meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.4

Flood Zone 7

- Separate item to be distributed at Board meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.5

NBWA

- a) Board Committee
- b) Steering Committee
- c) JTC

- Separate item to be distributed at Board meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.6

NBWRA/North Bay Water

- Separate item to be distributed at Board meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.7

Engineering Subcommittee

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

8/15/2019 BOARD REPORTS

Agenda Item 5.8 Other Reports

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Agenda Item 5.3
Date August 15, 2019

JPA Solid and Hazardous Waste/Zero Waste Group
Aug. 7, 2019

- Presentation: Andy of Silo Pantry on plastic & package free food/life. Does many seasonal markets as well as Marin. Sell food and non-food. Non perishable food (grains, nuts, etc) Reusable bags to help people reduce the plastic. **Refusing plastic** is the most important thing. A Non-Disposable life. No waste anything. Shampoo and Conditioner sold as bars. No liquid plastic bottles.
- Staff update: County working on single use plastic ordinance. RFP out on this. Interviewing this week. New hire for Zero Waste—Andrew Sheldon, worked for Palo Alto (GreenWaste) and Recology in SF.
- ZeroWaste 101; Overview of the JPA: Multiple franchises and complicated waste management systems in Marin. Concern that some sanitary districts may not have their garbage franchise as a priority. Ditto cities. Hard to do broad campaign for trash/composting; eg color coding not consistent. JPA Board of Directors are City Managers and their alternates. In past, every 5 years needed to review old docs; often went to consultant. Now annual report filed every year to do updates. Usually just admin changes, not substantial; these done in-house. Diversion now at 60-69% in past two years; used to be higher. More buying (building) so more trash. HHW (Batteries, sharps, paint, etc.) a big part of the JPA budget, more than Zero Waste. Alameda's StopWaste has 40 staffers so has capacity to do a lot more than Marin's 3-5 staff for Zero Waste. What can be done is tied to the budget. **Funding for program from garbage bill is very small percentage (1.1% of monthly MSS bill);** need more. LTF needs to provide clear policy advice to JPA Board. Pay attention to Strategic Planning/organizational assessment process. Diversion rate is going the wrong direction—no new policies to push it to change. Board meets in Jan. to set schedule; April makes recommendation on budget; May for budget. Piggybacks off of Marin Managers Association monthly meeting. Might have meeting in Oct/Nov on strategic planning/vendor choosing.
- **SB 1383 new State direction coming down—will MSS handle this extra reporting/compliance for us? Right now we as franchisors are responsible for doing this. New regs and requirements from State.** Suggest having Kim Scheibly come to Sept LGVSD meeting to give details.
- Public members' report: EcoFest at Mill Valley Lumber Yard put on by Molly and Silo Pantry and Zero Waste Marin. Well attended. Mill Valley Refuse was there all day. Rethink Disposable had a booth. Sustainable Mill Valley meeting once/month and getting traction. Restaurant Forum that morning with

ReThink Disposable as way for restaurants to find out how state regs are going to affect them. Sept 16 is next Restaurant Forum; inviting every Restaurant from MV Chamber of Commerce.

- Soft Deadline of Sept 30 for new applicants to LTF. Applications go to Casey/Steve. Opening for environmental rep.
- Cups and take out containers are lined w/plastic so not compostable or recyclable and bad for your health with hot contents. The word needs to get out about health effects to change behavior. Like microwave popcorn.
- Collaboration happening between MSS and Mill Valley for coordination of communication, colors of trash cans. Which are different from new state regs. **May be no market for mixed paper coming up, which would put us at 30% diversion rate.**
- Request: next LTF meeting come with one idea/project/item that this LTF should be doing.



**BOARD MEMBER
MEETING ATTENDANCE REQUEST**

Date: _____ Name: _____

I would like to attend the _____ Meeting
of _____

To be held on the _____ day of _____ from _____ a.m. / p.m. and
returning on _____ day of _____ from _____ a.m. / p.m.

Actual meeting date(s): _____

Purpose of Meeting: _____

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable): _____

**Please submit to the District Administrative Assistant, no later than 2:00 p.m. on the
Friday prior to the Board Meeting.**

For Office Use Only

Request was Approved Not Approved at the Board Meeting held on _____.

8-15-2019

BOARD AGENDA ITEM REQUESTS

Agenda Item 6B

- Separate Item to be distributed at Board Meeting
- Separate Item to be distributed prior to Board Meeting
- Verbal Report
- Presentation

Teresa Lerch

From: Mark Millan <millan@datainstincts.com>
Sent: Thursday, August 1, 2019 9:06 AM
To: Undisclosed Recipients
Subject: How will the Potter Valley Project impact Cloverdale? - Reveille 7/31/19

How will the Potter Valley Project impact Cloverdale?

With years to go until the project is relicensed, signs point to the monetization of water

Zoë Strickland, Cloverdale Reveille 7/31/19

On June 28, a group of local parties submitted a notice of intent to the Federal Energy Regulatory Commission (FERC) that states its plan to apply for a permit to take over operation of the Potter Valley Project.

The groups involved in the project are California Trout, the County of Humboldt, Mendocino County Inland Water and Power Commission (IWPC) and Sonoma Water. While the current permit for the project is held by PG&E, it announced in January that it wouldn't be working to renew the licensing past its expiration date of 2022. The Potter Valley Project provides water to Cloverdale, so the question on many citizens' minds is — how will this shift in power impact what happens with the city's water?

The Potter Valley Project is a hydropower project that sits in the middle of the Eel River and Russian River watershed basins and is integral in providing water to both Mendocino County and northern Sonoma County. The project itself refers to an interbasin transfer between the Eel River and Russian River watersheds. Included in the operation are two Eel River dams (Scott Dam and Cape Horn Dam), as well as a powerhouse and water diversion facilities.

In addition to providing fish habitats and power through a powerhouse, the Potter Valley Project also provides water to communities in both Mendocino and Sonoma counties. In Sonoma County, water that's diverted from the Eel River through Lake Pillsbury provides water to Cloverdale, Geyserville and northern Healdsburg. As such, it also serves as the water source for much of northern Sonoma County's robust agriculture production.

The group still has to get the OK from FERC and submit its feasibility study (a process that has to be completed by April 14, 2020). Once the feasibility study is completed, FERC will decide if it wants to grant the permit to the entities filing.

Though PG&E's license expires in 2022, IWPC chairperson Janet Pauli said that the company will likely continue to run it on a year-to-year basis until new licensing has gone through.

"To get to a place where the license transfers will probably take a number of years," she said. "What I imagine seeing here is that PG&E is going to continue to manage and run this project. It probably will not be relicensed by 2022 — I imagine it will take several years after 2022 and PG&E will continue to operate it on a year-to-year basis until it's relicensed."

When the project's license last expired in 1972 a similar process occurred, Pauli said, as PG&E went through the relicensing of the project (they had already held the license once before) they operated year-to-year before officially being granted another 50-year license of operation.

If FERC accepts the entities' intent to file and feasibility study, and grants them the license to operate the Potter Valley Project, it could be awhile before they take over operation. However, once that happens, folks in Mendocino and northern Sonoma counties may experience some changes.

“We’ve pretty much been getting our water for free,” Cloverdale Mayor Melanie Bagby said. “What I’ve been hearing is that from now on that water will likely be monetized.”

Bagby also heads the Russian River Watershed Association.

Pauli had a similar sentiment, saying that, should they be granted the license they, “know that part of the financial burden for maintaining and running the final project will be borne by people who are dependent on the water supply.”

Another way to help fund the project would be to build up the number of people dependent on the project as a water source.

“In terms of all of Mendocino County that’s impacted and from Healdsburg north, the broader we build the base of dependency the more manageable the expense will be for everyone,” Pauli said.

The amount that they get from those using the water supply likely won’t be enough to finance repairs and keep the operation going, she said, so the joint powers are also looking at options for federal and state funding as well.

Bagby said that Cloverdale’s shouldn’t be worried about water rights.

“That’s not the problem,” she said. “It’s that if we lose water flow, our water rights are useless.”

At the city level, the possibility of increased water costs isn’t accounted for in this year’s Cloverdale city budget. However, Bagby anticipates it being incorporated as an expense on next year’s budget.

“For now what Cloverdale needs to do is understand that we need a seat at the table,” Bagby said.

Pauli said that once FERC makes its final decision regarding moving forward to partner with the entities, there will be a series of opportunities for people to make public comments relating to the project.

Along the way, both the Mendocino County Farm Bureau and the Sonoma County Farm Bureau will occasionally host public outreach talks to provide updates on where the entities are at in the application process.

“Water is something we can’t take for granted anymore,” Bagby said. “This is the time for people to start getting more real about how we use water.”

To find more information about the project, visit mendofb.org/potter-valley-project-licensing/ and pottervalleyproject.org.

News Update



707.836.0300

You received this email because your address has been entered into a distribution list of individuals who are interested in updates regarding water issues.

County prepares for PG&E fire prevention blackouts

PG&E

By Richard Halstead

shalstead@marinij.com @HalsteadRicgard on Twitter



Marin could face a blackout lasting a week or more if Pacific Gas and Electric Co. implements a plan to switch off power to avoid a wildfire.

Firefighters conduct a controlled burn on Horse Hill in Mill Valley.

“County government is likely to be as impacted as any resident or business in the event of a shutdown,” Dan Eilerman, assistant county administrator, told supervisors Tuesday during a briefing on PG& E’s Public Safety Power Shutdown program. “We really need to have a sense of urgency with regards to PSPS and what

ALAN DEP — MARIN INDEPENDENT JOURNAL, FILE

PG& E >> PAGE 2

County prepares for PG&E fire prevention blackouts

PG&E

FROM PAGE 1

we’re doing to plan ahead for it.”

The sheriff’s Office of Emergency Services is developing an addition to the county’s emergency operations plan to prepare for such a blackout.

“We’re in a geographic area where preparedness is important,” said Tom Jordan, an OES coordinator. “This PSPS plan we’re discussing is a new lens on that preparedness need.”

The county has hired a consultant, Kelle Kroll Group, to assist in determining what the county’s most critical services are and how it will continue to provide them without electricity. Kelle Kroll Group is being paid \$89,566 to develop a continuity-of-operations plan that will be applicable to any type of disaster or major disruption to county operations.

“So many elements of emergency planning depend on communications and electricity being available,” said Kelle Kroll, the group’s CEO.

Eilerman supplied a list of things likely to be affected by a blackout, such as telephones, cellular sites, water, lighting, cooling, computers, refrigeration, sanitation, gas pumps, ATMs, security systems, point-of-sale devices and schools.

Eilerman said he has been told that if a blackout knocked out water systems then the county's schools would be forced to close.

Power shutdowns have already occurred across the state. On June 8, PG& E shut off power to 1,700 customers in parts of Yolo, Solano and Napa counties when high winds created "red flag" fire conditions. On July 16, Southern California Edison shut off power to the city of Fullerton and Valencia, a neighborhood in Santa Clarita, leaving 14,000 people in the dark and heat overnight.

"One of our concerns is if we have a significant PSPS outage in Marin it will also likely affect our surrounding counties," Eilerman said.

The California Public Utility Commission has fire threat maps that designate three tiers of fire and transmission risk statewide.

"The red extreme risk area and the yellow high risk area really encapsulates much of Marin," Eilerman said. "That is why we are taking this so seriously."

PG& E has said that no single factor will trigger a power shutdown. Factors that will be considered include "red flag" warnings issued by the National Weather Service; low humidity levels; forecast sustained winds above 25 mph and wind gusts in excess of approximately 45 mph; the moisture content of the ground and live vegetation; and on-the-ground, realtime observations.

Eilerman said power typically won't be restored immediately after the conditions that prompted the shutdown change. PG& E will still have to inspect its power lines for damage before turning the power back on.

"That restoration period could last two to four days in addition to the actual event period," Eilerman said.

Both Eilerman and Jordan emphasized the critical need for individuals, families and businesses to develop their own plans for coping in the event of a power shutdown.

"County government is really going to be focused on public safety and those at most risk in our community," Eilerman said.

Jordan said, "Having a plan is key because an alert is not going to do much if you're not ready to actualize your personal and family response to it."

Jordan also urged Marin residents to register for emergency alerts at Alert-Marin.org. AlertMarin uses phone calls, Voice over IP, texts, emails and a smartphone app to reach people.

PG& E spokesman Mark van Gorder said it is difficult to get information about the shutdowns to members of the public who live in trailer parks or apartment buildings where one electrical meter serves multiple units. In such instances, PG& E only has contact information for the property owner.

"We're really encouraging landlords to take the responsibility that they have as the communications channel from PG& E," Van Gorder said.

Van Gorder said PG& E's Medical Baseline customers, who have registered with the utility for the purpose of identifying themselves as being dependent on electricity for medical reasons, can be directly contacted by the utility.

Eilerman said the county plans to issue a letter to PG& E to formally request assistance in setting up a community resource center in Marin, where residents could charge their cellphones and get water in the event of a power shutdown.

The county is also looking for additional backup cooling center sites. The objective is to identify sites in the northern, central and southern parts of the county.

And Eilerman said the county needs to identify how many working generators it has and to stockpile fuel. The county must ensure that fire, police and emergency medical services personnel will have fuel for their vehicles.

“With climate change and the scale and frequency of wildfires in recent years,” Eilerman said, “this is really the new normal in California.”

MMWD picks nonprofit to livestream meetings

CONTRACT PENDING

By Will Houston

whouston@marinij.com @Will_S_Houston on Twitter

The Marin Municipal Water District Board of Directors selected a nonprofit organization this week to begin videotaping, livestreaming and archiving its meetings, but is waiting on the input of a new staff member before sealing the contract.

While the board voted unanimously to approve the contract with the San Rafael-based nonprofit Community Media Center of Marin, it did so with the condition that the agreement won't be finalized until the district's incoming communications manager, Jeanne Mariani-Belding, is able to take a look at it. District General Manager Ben Horenstein plans to meet with Belding in the coming weeks to discuss the contract.

Citing Mariani-Belding's experience in communications, board director Cynthia Koehler suggested at the board's Tuesday meeting that it would be prudent to give Mariani-Belding time to provide input so as to ensure the district is making the most of its investment.

"She's all in, but also had recommendations about some of the other services we didn't consider because of cost," Koehler said at the Tuesday board meeting.

Belding has served as the spokeswoman for Sonoma-Marine Area Rail Transit, known as SMART, for several years. The two-year contract the district is considering would cost the district more than \$54,000 the first year and \$22,000 in years after.

Koehler's proposal received mixed reviews from her colleagues. Director Larry Bragman expressed frustration at further delaying the contract approval, saying that the nonprofit provides live-streaming, archiving and closed-captioning services at a much cheaper rate than other providers like Granicus, which is used by many of Marin's local governments.

"We've been kicking this around for four years and I think kicking it down the road again is not necessary," Bragman said.

The board came under criticism from the public earlier this year during its water rate hike meetings for not videotaping its meetings. Many accused the board of lacking transparency.

Not all board members were in agreement. Director Larry Russell said the board already records audio of the meetings and that the contract money would be better spent improving the watershed.

"I think there are a lot of places we could spend the money better and we're pleasing a small number of people," Russell said.

At director Jack Gibson's recommendation, the board ultimately voted to approve the contract conditionally. If Mariani-Belding recommends the board consider other contract options, the contract would go back to the board in September.

The board came under criticism from the public earlier this year during its water rate hike meetings for not videotaping its meetings.

Proposal revived on sewer line upgrades

Sewer lines

SAN RAFAEL

Las Gallinas district floats new ordinance

By Richard Halstead

rhalstead@marinij.com @HalsteadRichard on Twitter

The Las Gallinas Valley Sanitary District is once again attempting to develop a sewer lateral ordinance after past attempts ran into opposition from the Marin Association of Realtors.

“I’ve been here at the district since last November and one of the things waiting for me was to move the sewer lateral ordinance forward,” said district manager Mike Prinz.

A letter outlining what a possible ordinance might look like has been mailed to the district’s ratepayers seeking their feedback.

“That describes some of the fundamental concepts that we wanted to get people’s reaction to,” Prinz said. “We’ve got concepts that we’re working with but we don’t have draft language ready for anyone.”

Sewer laterals are pipes that carry wastewater from a residential property to the sewer main pipeline in the street, which eventually leads to the district’s wastewater treatment plant.

Excess water can enter the lateral in two primary ways: cracks in the pipe, often caused by tree roots or age, and illegal connections such as sump pump discharges or gutter downspouts.

According to the district, Las Gallinas has an average dry weather flow of about 2.2 million gallons per day; however, during rain storms the district’s treatment plant can experience flows of over 20 million gallons per day, which dramatically increases operational costs.

Under the proposal outlined in the district’s

SEWER LINES»PAGE 4

Proposal revived on sewer line upgrades

Sewer lines

FROM PAGE 1

letter, Las Gallinas homeowners would be required to get their laterals inspected if they did a remodel valued at \$15,000 or more or if they sold or transferred ownership of their home.

Most notably, however, homeowners would be given a two-year grace period to repair or replace faulty laterals.

A fact sheet accompanying the letter states, “Most ordinances require replacement prior to close of escrow of a home sale or within 90 days for all other triggers.”

The proposal also would not require Las Gallinas homeowners to have their laterals pressure tested, which can cost \$6,000 to \$7,500. According to the fact sheet, the district instead would allow homeowners to use a fiber optic camera to do a visual inspection of the pipe, which would cost about \$400 to \$600, including administrative costs.

In 2005, the district considered adopting an ordinance that would have required laterals to be replaced prior to close of escrow if a home was being sold. But the idea ran into stiff opposition from the Marin Association of Realtors and was dropped.

“That has been something Las Gallinas has considered in the past,” Prinz said. “It’s a heavy lift to get done in the time frame of a normal escrow.”

Prinz said he has sought the Marin Association of Realtors’ feedback on the district’s new approach.

“We made several attempts to get their input,” he said. “They didn’t engage. It seemed like it didn’t register as a concern with them.”

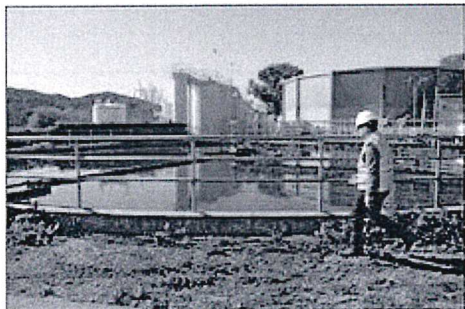
In an email late Friday afternoon, Gene Laico, president of the Marin Association of Realtors, wrote that he appreciated the district’s proposed grace period but has concerns about the inspection triggers.

“We believe that enforcing sewer lateral upgrades at the point of sale is an inefficient way to get all residents to comply with new standards,” Laico wrote.

Prinz said he will update the district’s board of directors on the reaction from ratepayers in September and hopes to get a draft ordinance to them that same month or by early October.

“My goal is to get an ordinance developed some time in the early winter,” he said, “with an effective date around the beginning the year potentially.”

The San Rafael Sanitary District has indicated it will develop a private lateral ordinance and model it after whatever is adopted by Las Gallinas.



The Las Gallinas Valley Sanitary District plant in San Rafael. The daily flow is about 2.2 million gallons in dry weather and 20 million gallons or more during storms.

