



REVISED: July 7, 2020

POSTING DATE: July 2, 2020

RE: BOARD OF DIRECTORS MEETING PUBLIC ADVISORY

PUBLIC ADVISORY

To address public health concerns regarding coronavirus (COVID-19) and large group meetings, our offices are closed to the public. This meeting will be conducted remotely. The public may watch and participate in the meeting starting at **7:30 p.m. Tuesday, July 7**, by using this link: <https://us02web.zoom.us/j/87326473092> or by calling +1 669 900 9128 (Webinar ID: 873 2647 3092).

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

You may also submit your comments in advance or during the meeting by emailing them to boardcomment@marinwater.org. For emailed comments on information and/or discussion items, depending on the number of comments received, comments may be read aloud at the meeting or provided to members of the Board and posted on the District’s website. For emailed comments on approval items, comments will be read aloud at the meeting prior to the Board taking action on the item.

All comments should be limited to three minutes or less, or as determined by the Board President.

Thank you,

Marin Water Staff



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

MEETING DATE: Tuesday, July 7, 2020

TIME: 7:30 p.m.

LOCATION:

Directors will participate in this meeting via teleconference pursuant to the Governor’s Executive Order N-29-20. To participate in the meeting, please visit <https://us02web.zoom.us/j/87326473092> or call +16699009128 (Webinar ID: 873 2647 3092).

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

AGENDA

ITEM	RECOMMENDATION
<input type="checkbox"/> CALL TO ORDER	
<input type="checkbox"/> ADOPT AGENDA	
<input type="checkbox"/> PUBLIC EXPRESSION*	
<input type="checkbox"/> DIRECTORS’ AND GENERAL MANAGER’S ANNOUNCEMENTS	
<input type="checkbox"/> CONSENT CALENDAR**	
1. Minutes of the June 16, 2020 Meeting	<i>Approve</i>
2. Commendation to Retiring Employee: A. Greg Andrew, Resolution No. 8581	<i>Approve</i>
3. Easement Agreement with the Town of Tiburon; APN 058-171-62 & 058-171-85	<i>Approve</i>
4. Consent to Assignment of Lease 59 from T-Mobile West, LLC to VBT Sub 1, LLC	<i>Approve</i>

MMWD BOARD OF DIRECTORS: Larry Bragman, Jack Gibson, Cynthia Koehler, Armando Quintero, Larry Russell

**Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three minutes per speaker, and time limits may be reduced by the Board President to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.*

***All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the board, unless specific items are removed from the consent calendar during adoption of the agenda for separate discussion and action.*

ITEM		RECOMMENDATION
5.	Resolution No. 8584- Continuation of Emergency Contracting Provisions in Response to the COVID-19 Public Health Crisis	<i>Approve</i>
<input type="checkbox"/> REGULAR CALENDAR		
6.	Increased Visitor Impacts from COVID- 19	<i>Discussion</i>
7.	Appointment of Board Secretary	<i>Approve</i>
8.	Approval to Recruit and Hire Engineering Technician Position	<i>Approve</i>
9.	Future Meeting Schedule and Agenda Items	<i>Discussion</i>

ADA NOTICE AND HEARING IMPAIRED PROVISIONS: The board room is equipped with sound amplifying units for use by the hearing impaired. The units operate in conjunction with the room's sound system. You may request the personal sound amplifier from the Board Secretary for use during meetings.

In accordance with the Americans with Disabilities Act and California Law, it is the policy of the Marin Municipal Water District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodation, please contact Charisse Beronilla at (415) 945-1448, at least two days in advance of the meeting. Advance notification within this guideline will enable the District to make reasonable arrangements to ensure accessibility.

* * * * *

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

* * * * *

FUTURE BOARD MEETINGS:

Friday, July 17
 Operations Committee/Board of Directors
 (Operations), 9:30 a.m.

Tuesday, July 21
 Regular Bi-Monthly Board of Directors Meeting, 7:30 p.m.

Thursday, July 23
 Finance Committee/Board of Directors
 (Finance), 9:30 a.m.

Tuesday, August 4
 Regular Bi-Monthly Board of Directors Meeting, 7:30 p.m.

Board Annual Retreat
 September 25 (*tentative*)



**MARIN MUNICIPAL
WATER DISTRICT**

ITEM NO. 1
MEETING DATE: July 7, 2020
MEETING: Board of Directors

STAFF REPORT

SUBJECT: Minutes of June 16, 2020 Meeting

SUBMITTED BY: Board Secretary

RECOMMENDED ACTION: Approve minutes from the June 16, 2020 Meeting

ATTACHMENTS:

1. Minutes of the June 16, 2020 Meeting

**THE BOARD OF DIRECTORS
OF MARIN MUNICIPAL WATER DISTRICT**

Minutes of the Special Bi-Monthly Meeting of the Board of Directors held on Tuesday, June 16, 2020 at 220 Nellen Avenue, Corte Madera, California.

Directors present: Larry Bragman, John C. Gibson, Cynthia Koehler, Armando Quintero and Larry L. Russell all participated via teleconference in accordance with Governor Newsom’s Executive Order N-29-20.

Directors absent: None

CALL TO ORDER

Board President Jack Gibson called the meeting to order at 7:32 p.m.

AGENDA

The agenda was amended to remove item number two.

On motion of Director Bragman, seconded by Director Quintero, the Board adopted the amended agenda by the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Quintero and Russell
Noes: None
Absent: None
Abstain: None

PUBLIC EXPRESSION

There was one public comment by local resident Eric Morey.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS

There were no Directors’ and General Manager’s Announcements.

CONSENT CALENDAR (ITEMS 1,3,4)

ITEM 1 Minutes of the May 19, 2020 Meeting

ITEM 3 General Manager’s Report for May 2020

ITEM 4 Continuation of Emergency Contracting Provisions in Response to the COVID-19 Public Health Crisis

There was no public comment.

On motion of Director Koehler, seconded by Director Quintero, the Board approved the consent calendar by the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Quintero and Russell
Noes: None
Absent: None
Abstain: None

ITEM 5 MONTHLY WATER SUPPLY REPORT – MAY 2020

Paul Sellier, Operations Division Manager, presented the staff report for the May 2020 Monthly Water Supply Report, and gave a Powerpoint presentation.

A discussion followed.

There was no public comment.

ITEM 6 AWARD OF CONTRACT NO. 1920, ADMINISTRATION BUILDING AND CORPORATION YARD SEWER LATERAL REPLACEMENT PROJECT

Alex Anaya, Senior Engineer, presented the staff report requesting the Board approve Resolution No. 8580 waiving an inconsequential bid irregularity and authorizing award of construction Contract No. 1920 to Hardiman Construction for the Administration Building and Corporation Yard Sewer Lateral Replacement Project.

A brief discussion followed.

There was no public comment.

On motion of Director Quintero, seconded by Director Bragman, the Board approved Resolution No. 8580 waiving an inconsequential bid irregularity and authorizing award of

construction Contract No. 1920 to Hardiman Construction for the Administration Building and Corporation Yard Sewer Lateral Replacement Project by the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Quintero and Russell
Noes: None
Absent: None
Abstain: None

**ITEM 7a FILL VACANCIES
 NATURAL RESOURCES PROGRAM MANAGER**

Crystal Yezman, Facilities and Watershed Division Manager, presented the staff report requesting the Board authorize the General Manager to recruit and hire a Natural Resources Program Manager in the Facilities and Watershed Division.

A question and answer period followed.

There was no public comment.

On motion of Director Bragman, seconded by Director Koehler, the Board approved to recruit and hire a Natural Resources Program Manager in the Facilities and Watershed Division by the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Quintero and Russell
Noes: None
Absent: None
Abstain: None

**ITEM 7b FILL VACANCIES
 CONTROL SYSTEMS ADMINISTRATOR**

Paul Sellier, Operations Division Manager, presented the staff report requesting the Board authorize the General Manager to recruit and hire a Control Systems Administrator upon retirement of the incumbent.

On motion of Director Quintero, seconded by Director Bragman, the Board approved to recruit and hire a Control Systems Administrator upon retirement of the incumbent by the following roll call vote:

Ayes: Directors Bragman, Gibson, Koehler, Quintero and Russell
Noes: None
Absent: None

Abstain: None

ITEM 8 FUTURE MEETING SCHEDULE AND AGENDA ITEMS

General Manager Ben Horenstein presented the staff report listing the upcoming meetings.

There was no public comment.

ITEM 9 CLOSED SESSION:

At 8:06 p.m., the Board adjourned to closed session to discuss the following matters:

- a. Public Employment- Board Secretary Appointment- Government Code Section 54957(b)(1)
- b. Public Employment- General Counsel Performance Evaluation- Government Code Section 54957(b)(1)
- c. Public Employment- General Manager Performance Evaluation- Government Code Section 54957(b)(1)

At 8:52 p.m., the Board reconvened into open session. President Gibson announced that there was no reportable action taken during closed session.

ADJOURNMENT

There being no further business, the meeting of June 16, 2020, was adjourned at 8:53 p.m.

President, Board of Directors

ATTEST:

Secretary

GREG ANDREW

WHEREAS, THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT (MMWD) WISHES TO RECOGNIZE Greg Andrew for 24 years of dedicated service to the District and its customers in Marin County; and

WHEREAS, In 1995 the State Water Resource Control Board issued Order WR95-17 which stipulated actions MMWD must take to mitigate impacts to the fishery resources of Lagunitas Creek from the operations of Kent Lake, formed by the raising of Peters Dam; and

WHEREAS, In 1996 MMWD spawned its Fisheries Program through hiring Greg as the first Fisheries Program Manager to mitigate for all such impacts to fisheries at which point Greg began sleeping with Order WR95-17 under his pillow, and where he served until his retirement in June 2020; and

WHEREAS, At Greg's first public meeting as MMWD's Fisheries Program Manager he was quoted in the local press for making the outrageous claim that "Fish need water" and has been tracking flows in Lagunitas Creek ever since; and

WHEREAS, Greg developed the Lagunitas Creek Sediment and Riparian Management Plan and later the Lagunitas Creek Stewardship Plan to guide MMWD fisheries monitoring and restoration efforts; and

WHEREAS, Greg successfully negotiated a Memorandum of Understanding for Large Woody Debris between State Parks, National Parks and MMWD, which he faithfully executed resulting in the installation of over 70 large woody debris structures (salmon condos); and

WHEREAS, Greg developed partnerships and grant proposals securing over \$4.8 million dollars in supplemental funding to match MMWD's investment in Lagunitas Creek; and

WHEREAS, Greg has seamlessly carried the torch at the quarterly Lagunitas TAC meetings and hosted countless field trips throughout the Lagunitas Creek watershed. Greg is well-known for spoiling meeting attendees with endless pastries, legit coffee and excellent lunches, so much so that Greg's events might have been attended by some solely for the snacks; and

WHEREAS, Greg orchestrated restoration efforts within Lagunitas Creek and forged relationships with fish and people alike during countless hours of survey work throughout the Lagunitas Creek watershed; and

WHEREAS, Greg has been rearing young fisheries professionals with attentiveness and kindness through mentoring Watershed Aides and Watershed Stewardship Program participants for 23 years and has taught them the positives and negatives of electrofishing, which may or may not feed them for a lifetime; and

WHEREAS, Greg modeled MMWD's safety practices through deploying safety cones at every stop, even in parking lots and in retirement Greg is strongly encouraged to leave this practice behind!

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS expresses its sincere appreciation to **Greg Andrew** for his services and contributions to the Marin Municipal Water District and wishes him good fortune, continued good health, and whimsical retirement adventures exploring all 200 islands throughout Harpswell, Maine.

RESOLUTION NO. 8581 APPROVED at the regular meeting of the Board of Directors held this 7th day of July 2020.

John C. Gibson, President

Cynthia Koehler

Larry Bragman

Armando Quintero

Larry L. Russell

Ben Horenstein, General Manager

ATTEST:

Secretary



STAFF REPORT

SUBJECT: Easement Agreement with the Town of Tiburon
SUBMITTED BY: Stanley Graham, Real Property Agent
Michael Ban, P.E., Division Manager
Environmental and Engineering Services Division
RECOMMENDED ACTION: Authorize the General Manager to execute the Easement Agreement with the Town of Tiburon

EXECUTIVE SUMMARY: The Operations Committee reviewed this item on June 19, 2020 and forwarded it to the Board with a recommendation to authorize the General Manager to execute the Easement Agreement with the Town of Tiburon.

The Belvedere Tiburon Library Agency (Library Agency) is currently constructing an expansion to the Belvedere Tiburon Library located at 1501 Tiburon Boulevard in Tiburon. In support of this project, the Town of Tiburon is conveying a portion of a Town owned parcel of land to the Library Agency.

The District owns and maintains an 8-inch welded steel water pipeline, constructed in 1987, that runs through both the parcel to be conveyed by the Town to the Library Agency and the parcel the Town will retain subsequent to the conveyance. In preparing for the transfer of the property to the Library Agency, Tiburon and District staff discovered that an easement for this waterline was never properly recorded. The District, Town and Library Agency have worked cooperatively to prepare the Easement Agreement, which is enclosed as Attachment 1 and is scheduled to be approved by the Tiburon Town Council on June 17, 2020. The 20-foot wide easement comprises approximately 13,700 square feet.

Staff recommends the Board authorize the General Manager to execute the Easement Agreement with the Town of Tiburon.

FISCAL IMPACT: YES No X FISCAL YEAR:

STRATEGIC PLAN ALIGNMENT: This action aligns with the District's 5-Year Strategic Plan goal 2 (Financial Stewardship and Strategy 3 (Manage MMWD assets efficiently to achieve MMWD's priorities).

REVIEWED BY: A.S.D Manager/Treasurer
General Counsel
General Manager
NA
NA
NA

ATTACHMENTS:

- 1. Easement Agreement

Recording for the Benefit of MMWD, No Fee, Gov't. Code 27383, 6103
Exempt from documentary transfer tax: Rev & Tax Code § 11922
Value less than \$100.00

Recording Requested By:

Stanley Graham
Real Property Agent

When recorded return to:

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

EASEMENT AGREEMENT

APN(s) 058-171-62 and 058-171-85

THIS EASEMENT AGREEMENT (“Agreement”), is made and entered into as of this _____ day of _____, 2020, by and between the **TOWN OF TIBURON**, a California Municipal Corporation (“Grantor”), and the **MARIN MUNICIPAL WATER DISTRICT**, a municipal corporation (“District”).

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

Section 1. Recitals:

- A. Grantor is the owner of all that certain piece of real property described as APN 058-171-62 and 058-171-85 Exhibit A, attached hereto (“Property”), which is incorporated herein by reference.
- B. District is the owner and operator of a pipeline or pipelines and ancillary facilities as described in Exhibit B, attached hereto and incorporated herein by this reference (“Pipeline”).
- C. Whereas the Grantor has agreed to provide an easement over, under and through the Property on the terms and conditions set forth in this Agreement for the purpose of memorializing and formalizing District’s rights with respect to the pipeline described more fully in Section 1(B).
- D. The easement is granted and shall be held for and subject to the terms and conditions articulated herein.

Section 2. Grant of Easements:

- A. As owners of the Property, Grantor hereby grants to the District and its successors and assigns in interest, a non-exclusive easement described in Exhibit C, attached hereto and incorporated herein as if fully set forth (referred to herein as “Easement Area” or “Easement”).

- B. The Easement described in Section 2(A) shall be held subject to the following terms and conditions:
- i. The Easement granted herein is non-exclusive. The District is granted the right to lay, maintain, repair, remove, replace and operate a pipeline or pipelines of such dimension or dimensions as the District elects to install, together with the right to construct and maintain such meters, valves and other facilities as may be necessary or convenient in connection with storage, transmission and delivery of water, including reasonable ingress and egress over paved adjoining lands for the construction, repair and maintenance of such Pipeline and facilities (“Improvements”).
 - ii. Grantor reserves the right to use the Easement for any and all purposes that will not interfere with the District’s use of the Easement and operation of the Improvements. No structures, fill, or other improvements shall be placed on or over the Easement Area that interfere with or impede access to the use, repair, replacement, or maintenance of the installations in the Easement Area. Provided there is no interference with the District’s use as described herein, Grantor may use or grant additional easements to other property owners for uses including, but not limited to, ingress and egress and other purposes serving the public interest.
 - iii. Grantor reserves and shall have the right to revise the grade of the surface or the location of the Easement, if and when Grantor shall first pay to the District the full expense of changing the grade or location of the pipeline(s) and other installations of the District therein the event of a change in grade, the District will determine if the grade change requires the raising or lowering of the pipeline or other installation. The District, in its sole discretion, shall determine all costs associated with the change in grade. If Grantor desires a change in the location of the Easement, Grantor shall first grant a suitable new easement acceptable to the District.
 - iv. The District is under no obligation to install or to maintain any additional paving or other surfacing on the Easement Area, unless it is a condition of improving District access to repair, replace, maintain, or to use the installations in the Easement Area. The District will not be responsible for non-standard hardscape surfacing and will only restore hardscape surfaces with standard asphaltic concrete (Uniform Standards All Cities and County of Marin Drawing No. 330) and concrete (brush or exposed finish with 2.0 lb. lampblack per yard) that meets construction industry standards, or as required by local encroachment permits. The District shall not be liable for any contribution under the provisions of California Civil Code Section 845.

Section 3. Construction of Improvements:

Any Improvements constructed by District in the Easement Area shall be limited to those Improvements described in Section 2(B)(i) herein. The District shall give Grantor at least ten (10) business days written notice prior to the commencement of construction of the Improvements in the Easement. If any portion of the Property is damaged during any District construction, the District shall assume the loss and pay for the reasonable repair of such damage taking into consideration issues of depreciation and betterment.

Section 4. Damages to the Property:

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

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

Section 5. Damages to the Improvements:

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

Section 6. Mutual Hold Harmless:

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

Section 7. Representation:

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

Section 8. Authorization:

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

Section 9. Entire Agreement:

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

Section 10. Binding on Successors:

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

succeeding owner of the property and the easements granted herein shall have no liability hereunder with respect to matters arising from and after the date when they cease to be owner of the Property and said easements.

Section 11. Paragraph Headings:

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

Section 12. Governing Law:

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

Section 13. Counterparts:

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

Section 14. Severability:

If any term, provision, covenant, condition, or restriction of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid, void, unenforceable, or not effective, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 15. No Presumption Regarding Drafter:

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

OWNER: TOWN OF TIBURON

Dated: _____

Signed: _____

Greg Chanis
Town Manager

Witness: _____

Benjamin Stock
Town Attorney

DISTRICT: MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By: _____

Bennett Horenstein
General Manager

Attest: _____
Secretary

Attachments:

- Exhibit A - Property Description
- Exhibit B - Pipeline Record Drawing
- Exhibit C - Easement Area Legal Description
- Exhibit D - Plat Map

MMWD Seal:

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

State of California

County of Marin

On _____ before me, _____, Notary Public,
personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature _____

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

State of California

County of Marin

On _____ before me, Stanley P. Graham, Notary Public, personally appeared, *Bennett Horenstein*, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Certificate of Acceptance

THIS IS TO CERTIFY that the interest in the real property conveyed by the Easement Deed, dated _____, 2020 from the **TOWN OF TIBURON** to the **MARIN MUNICIPAL WATER DISTRICT**, a local public agency, was hereby accepted by order of the BOARD OF DIRECTORS of the **MARIN MUNICIPAL WATER DISTRICT** on _____, subject to the terms and conditions of said Easement Deed, and the **MARIN MUNICIPAL WATER DISTRICT** consents to the recordation thereof by its duly authorized Officer.

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

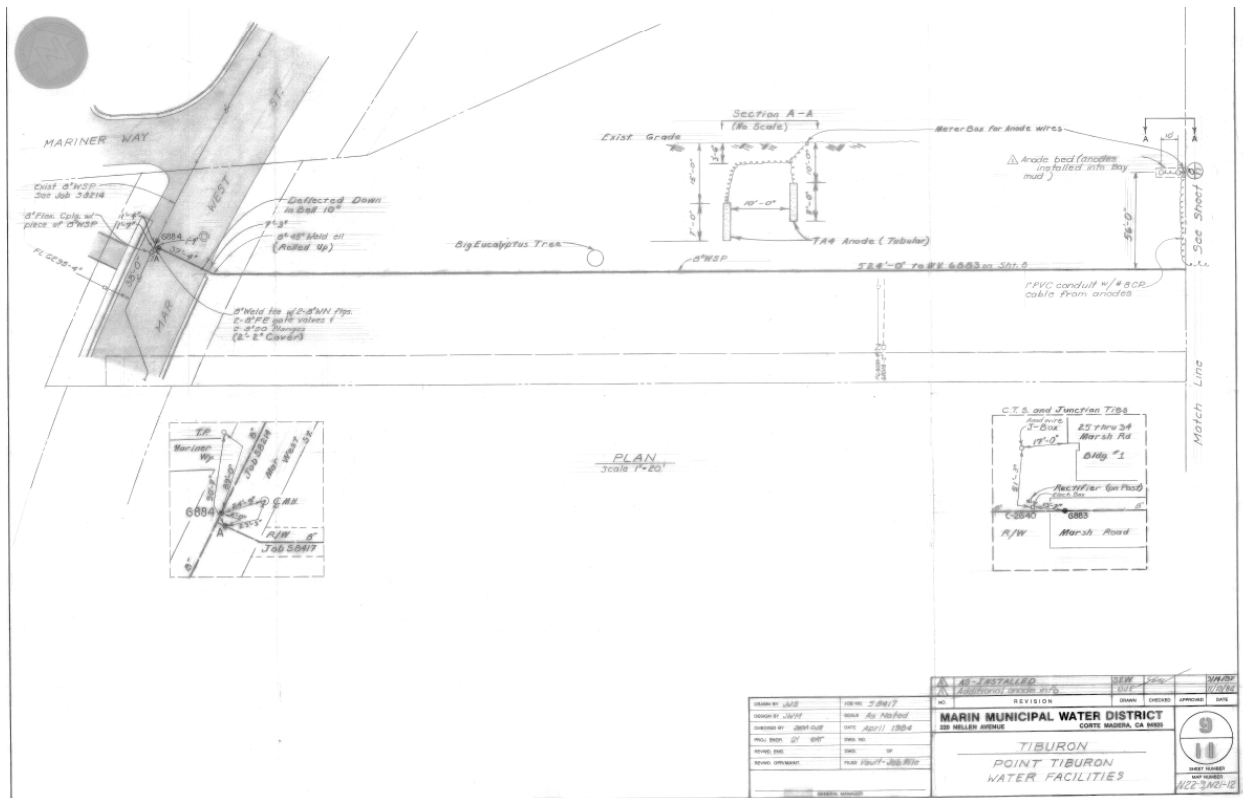
EXHIBIT A

All that certain real property situated in the Town of Tiburon, County of Marin, State of California, described as follows:

Lot 10 as shown on the map of Point Tiburon recorded in Book 19 of Maps at Page 4 in the Official Records of the County of Marin.

EXHIBIT B

MMWD Water Facilities



NO.	REVISION	DATE	BY	CHECKED	APPROVED	SCALE
1	AS-INSTALLED					
2	Additional anodes added					

DESIGN BY: JWS	DATE: 7/26/77
DRAWN BY: JWS	DATE: 8/1/77
CHECKED BY: JWS	DATE: 8/1/77
IN CHARGE: JWS	DATE: 8/1/77
SCALE: AS SHOWN	

MARIN MUNICIPAL WATER DISTRICT 100 MILLER AVENUE COLLETS VALLEY, CA 94922	
TIBURON POINT TIBURON WATER FACILITIES	

EXHIBIT C

LEGAL DESCRIPTION

Exhibit A

All that real property situated in the Town of Tiburon, County of Marin, State of California, described as follows:

That portion of Lot 10 as shown on the map of Point Tiburon recorded in Book 19 of Maps at Page 4, Official Records of Marin County, described as follows:

20-foot Wide Easement 1

Being a 20-foot wide strip of land, lying 10.00 feet on each side of the following described centerline:

Commencing at the northernmost corner of said Lot 10; thence along the northerly line of said Lot 10, South 69°00'45" East, 33.31 feet to the **Point of Beginning** of the herein described centerline; thence South 55°02'43" West, 38.54 feet to a point hereinafter referred to as **Point A**; thence South 37°30'16" East, 40.56 feet; thence South 64°03'39" East, 331.66 feet to a point hereinafter referred to as **Point B**; thence South 64°55'26" East, 160.54 feet to a point on the western line of Lot 9 as shown on said map of Point Tiburon, said point being the **Point of Termination**, lying 57.29 feet northerly from the southernmost corner of said Lot 10.

The sidelines of said strip of land shall be prolonged or shortened as necessary to begin at said northerly line of Lot 10, and terminate at said westerly line of Lot 9.

Containing an area of 11,426 square feet, more or less.

Together with:

20-foot Wide Easement 2

Being a 20-foot wide strip of land, lying 10.00 feet on each side of the following described line:

Beginning at the hereinbefore described **Point A**; thence South 50°17'25" West, 39.50 feet; thence South 05°17'25" West, 34.50 feet; thence South 50°17'25" West 12.31 feet to a point on the southwest line of said Lot 10, said point also being the **Point of Termination**, lying 55.46 feet east of the westernmost corner of Lot 10.

Excepting therefrom any portion lying within the hereinbefore described **20-foot Wide Easement 1**.

The sidelines of said strip of land shall be prolonged or shortened as necessary to terminate at southerly line of said Lot 10.

Containing an area of 1,526 square feet, more or less.

Together with:

20-foot Wide Easement 3

Being a 20-foot wide strip of land, lying 10.00 feet on each side of the following described line:

Beginning at the hereinbefore described **Point B**; thence South 28°18'39" West, 56.89 feet to a point on the southwest line of said Lot 10, said point also being the **Point of Termination**, lying 163.58 feet west of said southernmost corner of Lot 10.

Excepting therefrom any portion lying within the hereinbefore described **20-foot Wide Easement 1**.

The sidelines of said strip of land shall be prolonged or shortened as necessary to terminate at southerly line of said Lot 10.

Containing an area of 939 square feet, more or less.

The bearings on this description are based upon California State Plane NAD83 Zone 3. To relate these bearings to said map of Point Tiburon recorded in Book 19 of Maps at Page 4, rotate bearings described hereinbefore 01°02'28" counter-clockwise.

A plat depicting the easement area is attached hereto and hereby made a part of this description

This description was prepared by me or under my direct supervision.

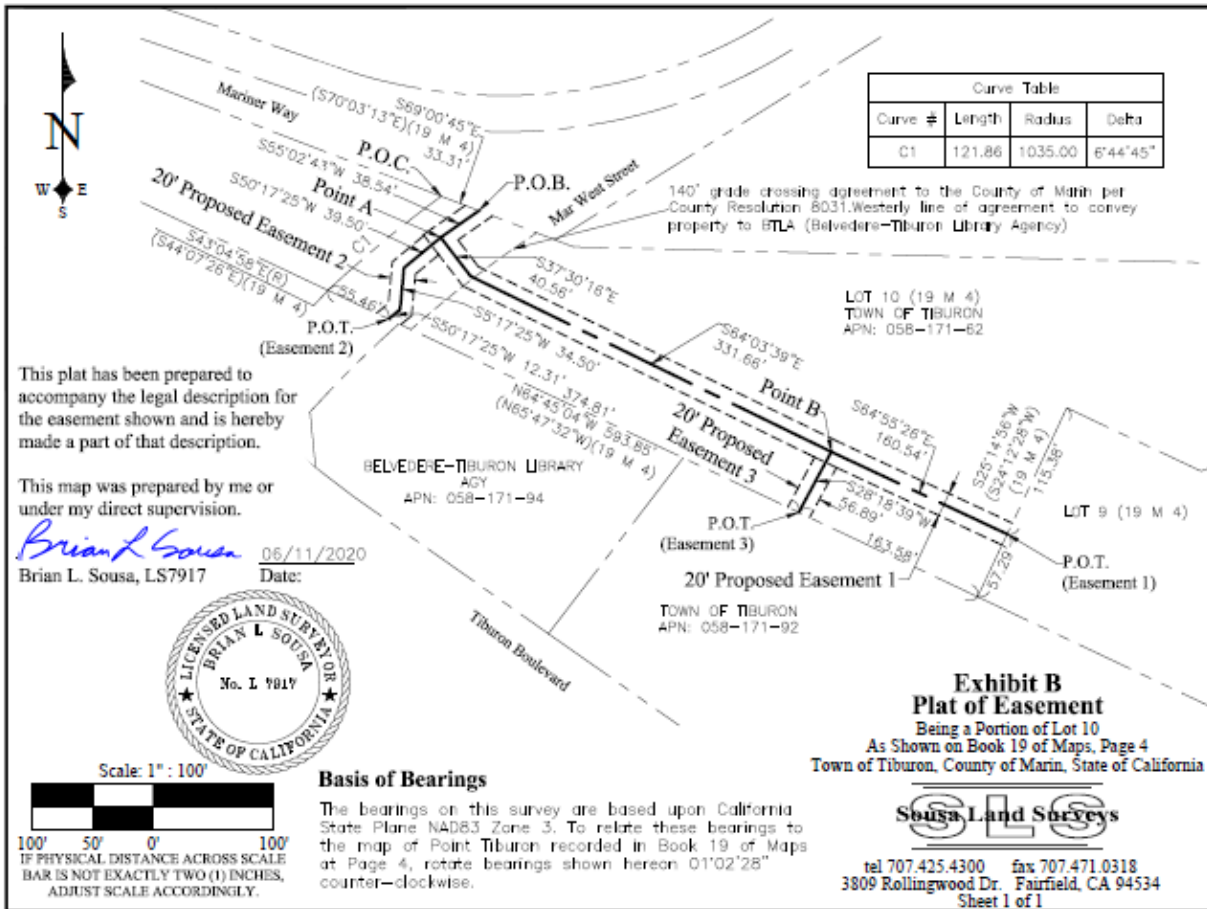
Brian L. Sousa

Brian L. Sousa, LS 7917
License Expires: 12-31-2019



Date: 06/11/2020

EXHIBIT D





STAFF REPORT

SUBJECT: Consent to Assignment of Lease 59 from T-Mobile West LLC to VBT Sub 1, LLC

SUBMITTED BY: Stanley Graham, Real Property Agent
Michael Ban, P.E., Division Manager
Environmental and Engineering Services Division

RECOMMENDED ACTION: Authorize the General Manager to negotiate and execute the Consent to Assignment Agreement for Lease 59

EXECUTIVE SUMMARY: The Operations Committee reviewed this item on June 19, 2020 and forwarded it to the Board with a recommendation to authorize the General Manager to negotiate and execute the Consent to Assignment Agreement for Lease 59.

Pursuant to Lease 59, the District leases a portion of its Monte Mar Vista Tank Site at 40 Crecienta Lane in Sausalito to T-Mobile West, LLC. for the operation of a communications facility. On November 27, 2019, T-Mobile USA, Inc. and Vertical Bridge Towers III, LLC entered into a purchase and sale agreement involving a portion of T-Mobile USA, Inc.'s communications portfolio, in which Vertical Bridge Towers III, LLC will purchase, manage and operate the portfolio. District Lease 59 with T-Mobile West LLC is included among the assets in this portfolio and transaction.

Following this transaction, T-Mobile USA, Inc. requested that the District assign Lease 59 to VBT Sub 1, LLC, which is a subsidiary of Vertical Bridge Towers III, the purchaser of the portfolio.

Pursuant to Section 15 of Lease 59, the District's written consent is required prior to T-Mobile USA, Inc. assigning Lease 59 to VBT Sub 1, LLC. District staff reviewed the request for assignment of Lease 59, information regarding both Vertical Bridge Towers III, LLC and VBT Sub 1, LLC and the financials of both Vertical Bridge Towers III, LLC and VBT Sub 1, LLC and have determined that VBT Sub 1, LLC appears capable of performing the terms of Lease 59.

Staff recommends the Board authorize the General Manager to negotiate and execute the Consent to Assignment Agreement for Lease 59.

FISCAL IMPACT: YES NO **FISCAL YEAR:**

STRATEGIC PLAN ALIGNMENT: This action aligns with the District's 5-Year Strategic Plan goal 2 (Financial Stewardship and Strategy 3 (Manage MMWD assets efficiently to achieve MMWD's priorities)).

REVIEWED BY:	A.S.D Manager/Treasurer	<input type="checkbox"/>	NA	<input type="checkbox"/>
	General Counsel	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>
	General Manager	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>

ATTACHMENTS:

1. Draft Consent to Assignment Agreement

**CONSENT TO ASSIGNMENT
COMMUNICATIONS LEASE NO. 59
MONTE MAR TANK SITE**

THIS CONSENT TO ASSIGNMENT (“Consent”), is made and given as of July 7, 2020 (the “Effective Date”), by the MARIN MUNICIPAL WATER DISTRICT (“District”), to T-MOBILE WEST LLC, a Delaware limited liability company (the “Assignor”), and VBT Sub 1, LLC, a Delaware limited liability company (the “Assignee”) (referred to herein as “Party” or collectively as “Parties) and subsidiary of VERTICAL BRIDGE TOWERS III, LLC.

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

Section 1. Recitals: This Consent is made with regard to the following facts:

1.1 District and T-MOBILE WEST LLC entered into that certain Communications Lease Agreement which commenced on November 6, 2014 for a term of five years and was extended for one additional five year term on November 6, 2019 (Communications Lease No. 59) (collectively referred to herein as the “Lease”), attached hereto and incorporated by reference as **Attachment A**, for the purpose of constructing and operating a communications facility at the Monte Mar Tank Site located at or near 40 Crecienta Lane in Sausalito (“Premises”).

1.2 Recently the District received a request from Assignor seeking the District’s consent to assign the Lease obligations to Assignee due to Assignor’s sell-off of certain business assets to Assignee’s parent company.

1.3 Pursuant to Section 15 of the Lease, the Assignor may assign the Lease upon receiving the prior written consent of the District.

1.4 District staff have determined that Assignee has the necessary skills, expertise, and financial fitness to perform under the terms of the Lease according to the existing terms and conditions set forth in said Lease.

1.5 The Assignee desires to assume and hereby represents and warrants that it will assume, effective immediately upon execution of this Consent to Assignment by all Parties, all of the obligations of the Assignor under the Lease.

Section 2. Consent of MMWD: On the Effective Date, District hereby consents to the assignment of the Lease to Assignee, and the assumption by Assignee of any and all rights, liabilities and obligations of Assignor under the Lease, and Assignee hereby assumes any and all rights, liabilities and obligations of Assignor under the Lease. The District acknowledges and agrees that Assignor is not in default of any of its obligations under or in breach of the Lease as of immediately prior to the Effective Date.

Section 3. Use: Pursuant to Section 2 of the Lease, Assignee shall promptly ensure that all necessary certificates, permits, licenses, and other approvals, including environmental clearances, which may be required from any governmental authorities or third parties are up to date, in compliance with all applicable ordinances, laws, rules, and regulations, and duly authorize Assignee to operate and maintain the communications facility on the Premises, and provide written confirmation of same in a form satisfactory to District within 90 days of the Effective Date of this Consent.

Section 4. Representations and Warranties: Each Party hereby represents and warrants to the other Parties that:

It has the full right, corporate power and authority to enter into this Consent and to perform its obligations hereunder and under the Lease.

The execution of this Consent by the individual whose signature is set forth at the end of this Consent on behalf of such Party, and the delivery of this Consent by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

This Consent has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

Section 5. Miscellaneous: This Consent is governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws provisions of such State. The Parties agree that this Consent is the product of negotiation and preparation by and between the Parties and their respective attorneys. Neither this Consent nor any provision thereof shall be deemed prepared or drafted by one party or another, or its attorneys, and shall not be construed more strongly against any party.

This Consent shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

The headings in this Consent are for reference only and do not affect the interpretation of this Consent.

This Consent may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Consent electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Consent.

The Lease and this Consent together constitute the sole and entire agreement of the Parties with respect to the District's consent to the assignment of the Lease to Assignee, and to the assumption by Assignee of any and all rights, liabilities and obligations of Assignor under the Lease, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any provision or any part of any provision of this Consent is for any reason held to be invalid, unenforceable, or contrary to any public policy, law, statute, and/or ordinance, then the remainder of this Consent shall not be affected thereby and shall remain valid and fully enforceable.

Each Party shall pay its own costs and expenses in connection with this Consent (including the fees and expenses of its advisors, accountants and legal counsel).

MARIN MUNICIPAL WATER DISTRICT

Bennett Horenstein
General Manager

T-MOBILE USA, INC.

James Walther
Director, Technology Procurement

VBT SUB 1, LLC

SVP & General Counsel

DRAFT



STAFF REPORT

SUBJECT: Continuation of Emergency Contracting Provisions in Response to the COVID-19 Public Health Crisis

SUBMITTED BY: Ben Horenstein,
General Manager

RECOMMENDED ACTION: Approve Resolution No. 8584 continuing the invocation of the District's emergency contracting provisions and authorizing the General Manager to execute necessary contracts, without advertisement, to ensure continued District operations during the COVID-19 public health crisis.

BACKGROUND:

On April 21, 2020 the Board approved Resolution No. 8565 invoking the District's emergency contracting provisions and authorizing the General Manager to execute necessary contracts, without advertisement, to continue District operations during the COVID-19 public health crisis. In accordance with District Code Section 2.90.055, a vote of at least 4/5^{ths} of the Directors to continue the emergency action shall take place at every regularly scheduled meeting thereafter until the action is terminated. The COVID-19 public health emergency remains. Therefore, District staff recommend that the Board approve Resolution No. 8584 continuing the invocation of the District's emergency contracting provisions and authorizing the General Manager to execute necessary contracts, without advertisement, to ensure continued District operations during this public health emergency.

Staff sent out notices inviting informal bids and have executed contracts for the following services:

- Standby Emergency Pipeline Repairs- This emergency contract is necessary to ensure that critical pipeline repairs will be made even if staffing shortages occur due to COVID-19.
- Emergency Forestry Services- This emergency contract is necessary because current District contractors have been unable to perform critical fuels and fire reduction work on the watershed due to COVID-19 related reasons. Due to the limited period before fire season, staff believes it is essential to have this work performed as soon as possible.

Staff believe both of these contracts are necessary to ensure that these critical District functions continue to be performed during the COVID-19 public health crisis.

While these emergency contracts are not subject to the competitive bidding process, staff has taken several steps to ensure that these contracts adhere as closely as possible to that process. Each contract was submitted to multiple contractors, and the District will be utilizing the services of the lowest bidding contractor for each contract. However, due to critical nature of this work, staff has also included language in each contract that would allow the District to utilize the services of the next lowest bidder in the event that the lowest bidder cannot perform the work. This will ensure continued emergency pipeline repairs and critical forestry work will continue in the event that the lowest bidder is unable to perform the work due to COVID-19 or other reasons. To address the Board’s concerns regarding long-term contracts being awarded, staff also included language in each contract that specifies each contract will terminate immediately upon a determination of the Board of Directors that the emergency action is no longer needed to respond to the current COVID-19 public health crisis.

The General Manager recommends that the Board continue the emergency action and approve Resolution No. 8584 by a four-fifths vote to ensure critical District operations and staffing needs can be met during the COVID-19 public health crisis without the delay of advertising.

FISCAL IMPACT: YES _____ No X **FISCAL YEAR:** 2019 - 2020

EXPENDITURES		FUNDING SOURCES	
Budgeted Amount	\$0	Operating Fund	\$0
TOTAL EXPENDITURES	\$0	TOTAL SOURCES	\$0

FISCAL IMPACT NARRATIVE: No fiscal impact.

STRATEGIC PLAN ALIGNMENT: This action aligns with the district’s 5-Year Strategic Plan Goal 1 (Water Supply Resiliency) and Strategy 4 (Ensure facilities and equipment are maintained and sufficient to support resiliency, water quality, watershed management and a productive workforce).

REVIEWED BY: A.S.D. Manager/Treasurer	<input type="checkbox"/>	NA	<input type="checkbox"/>
General Counsel	X	NA	<input type="checkbox"/>
General Manager	X	NA	<input type="checkbox"/>

ATTACHMENTS:

1. Resolution No. 8584

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO. 8584

WHEREAS, the Marin Municipal Water District, a special purpose municipal corporation, is authorized by District Code Section 2.90.055 to award construction contracts without advertisement in certain emergency situations; and

WHEREAS, on April 21, 2020, the Marin Municipal Water District Board of Directors unanimously adopted Resolution 8565 invoking the District's emergency contracting provisions and authorizing the General Manager to execute necessary contracts, without advertisement, to ensure continued District operations during the COVID-19 public health crisis; and

WHEREAS, at the time of drafting this Resolution over 2,640,000 cases of COVID-19 have been confirmed in the United States and over 128,000 deaths have been reported with these numbers continuing to increase; and

WHEREAS, the Board of Directors finds that a local emergency situation continues to exist due to the continued rapid spread of COVID-19; and

WHEREAS, the Board of Directors finds that the current continual spread of COVID-19 could rapidly spread throughout the District's workforce and contractors, which would substantially impact the District's ability to perform its essential function of providing clean, safe and affordable drinking water to District customers, and due to the rapid impact that a spread of COVID-19 would have on District functions, the delay required by the competitive solicitation process generally required for public works projects could not be permitted; and

WHEREAS, the Board of Directors finds that the current COVID-19 public health crisis has already resulted in or may result in some staffing issues impacting District employees' and contractors' abilities to perform essential functions, such as emergency pipeline repairs and critical fuels and fire reduction work, and that the delay required by the competitive solicitation process necessary to secure backup labor to perform these essential functions could not be permitted; and

WHEREAS, the Board of Directors finds this continued emergency action authorizing the General Manager to execute necessary contracts, without advertisement, to ensure continual staffing levels and continued District operations during the COVID-19 public health crisis is necessary to respond to the current emergency situation; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS, that pursuant to District Code Section 2.90.055, a continued state of emergency is declared to exist due to the COVID-19 public health crisis and this continued action is necessary to respond to the current emergency situation.

PASSED AND ADOPTED this 7th day of July 2020, by the following vote of the Board.

AYES:

NOES:

ABSENT:

President, Board of Directors

ATTEST:

Secretary



STAFF REPORT

SUBJECT: Increased Visitor Impacts from COVID-19

SUBMITTED BY: Shaun Horne, Watershed Resources Manager
Don Wick, Chief Ranger
Crystal Yezman, Facilities and Watershed Division Manager

RECOMMENDED ACTION: Discussion

EXECUTIVE SUMMARY:

The district allows for a diversity of user groups to access the district's watershed lands for recreational purposes and maintains a network of roads and trails to facilitate access. Primary user groups include walkers, hikers, conventional cyclists, equestrians, dog walkers, anglers, and naturalists. As a result of the Shelter in Place Order (SIP), the watershed experienced a higher than normal level of use. Many of the visitors seem to be new users, who may not be familiar with the district's watershed regulations. Increased visitation during the SIP combined with the wide diversity of user groups on the watershed has resulted in new and unique challenges relating to recreation and watershed operations. Some of these challenges may be temporary, while others relate to long-standing differences among user groups.

Staff will present a brief overview of recent watershed usage issues and near and long-term approaches for addressing higher than normal usage on the watershed for the Board to discuss.

BACKGROUND:

The district's watershed is part of a larger complex of publicly-owned lands on Mt. Tamalpais that, taken together, support rich, natural ecosystems. Mt. Tamalpais and its adjacent watersheds support a rich array of plants and animals, panoramic vistas, and recreational opportunities that are treasured by residents and visitors alike. Since before the turn of the last century, Mt. Tamalpais has been a magnet for recreationists. Along with the tradition of "hiking Mt. Tam", horseback riding is also a long-standing form of recreation on Mt. Tamalpais, which grew out of the era of ranching in Marin. Running, walking, and nature watching (birds, botany) also have a long tradition on Mt. Tam. Bicycling on Mt. Tamalpais had its origins in the late 1970s, and by the mid- 1980s, mountain biking had become a popular mode of recreation on the mountain. As part of the road and trail system, conventional bikes are allowed on natural surface fire roads, which are also used by other user groups. Bikes are not allowed on narrow, single-track trails. With the emergence of electric/electronic motorized bicycles (E-Bikes), the district formed an E-Bike Community Advisory Committee to provide input and perspective on the potential usage of E-Bikes on the district's watershed lands.

Regular visits by these different user groups to the district’s Mt. Tamalpais watershed lands makes up approximately 1.8 million visitors annually (Alta Planning, 2013). Recreational uses on public lands are managed by the district and governed by the Mt. Tamalpais Watershed Management Board Policy 7 Part 5 and district Code Title 9 Regulations. The district’s watershed Rangers patrol and enforce these regulations. In part due to the SIP Order, the Watershed and other open space lands throughout Marin County have seen a higher than normal level of use. With this increase, the district has been faced with some new and unique challenges. Increased visitation has resulted in increased use of watershed restroom facilities, overtopping of trash receptacles, littering in high use areas, and overcrowding of parking areas and along popular trails and roads. With the increased usage there has been an increase in watershed medical aid incidents, which are on track to be 30% higher than previous years.

Table 2: Medical Aid Per Calendar Year

Medical Aid Type	2017	2018	2019	Mid-2020
Bike Accident/Injury	28	23	34	28
Hiking Accident/Injury	30	20	24	10
E-Bike Accident/Injury	1	0	1	3
Other	11	11	10	3
Total	70	54	69	43

Due to the COVID 19 pandemic there are new public health guidelines that users to the watershed are being asked to follow. Increased use combined with summer conditions, new users, and new health guidance has resulted in an increase of user conflict across all public lands within Marin County. User conflicts are often understood to be associated with the different interests and values that the different user groups have. They also arise from the different modes that these groups use to recreate. There are frequent user complaints and code violations from dogs off leash, bikes on trails, and swimming in reservoirs.

The increase in watershed usage combined with new users and COVID 19 health concerns is increasing the potential for user conflict, which often arises when one trail user interferes with another user’s goals. Conflicts tend to fall into three categories:

- when people feel their safety is compromised;
- when they feel that the resources they enjoy or value are being degraded; and/or
- when the quality of their recreational experiences are diminished.

The district receives and responds to user complaints regarding issues and activities observed on the watershed. Watershed users can report observations to watershed Rangers or Staff in the field, by calling the Sky Oaks Ranger’s station 415-945-1181 and online at:

<http://marinwater.org/FormCenter/Watershed-Forms-5/Watershed-Observation-Report-Form-75>.

Information received from watershed users helps to inform watershed enforcement and maintenance activities. Underlying watershed issues and user conflicts are a set of complex circumstances and behaviors which are extremely difficult to uniformly influence. Fostering tolerance, understanding, and respect between user groups is essential for addressing ongoing user issues and conflicts on the watershed. District Staff are continuing a sustained effort to address COVID 19 issues, influence new users, foster safe recreational use and mitigate impacts associated with higher than normal levels of watershed usage. Staff have developed near-term actions along with longer-term considerations for addressing watershed user issues.

Near Term Actions Being Implemented to Address Increased Watershed Usage

1) Watershed Facilities

To mitigate increased watershed usage the district has taken the following steps.

- COVID 19 Signage: Installed targeted temporary signage relating to COVID 19 safety measures at watershed entry points and in high use areas.
- Restrooms: Increased servicing of porta potties from one time a week to two and three times per week depending on locations.
 - Installed an additional porta pottie at Lagunitas Parking Lot.
 - Installed hand sanitizer on all porta potties.
- Trash Receptacles: The district has ordered new trash receptacles and will be replacing existing trash cans with wildlife proof trash receptacles at select locations.
- Trash Patrol: Watershed maintenance has established a weekly trash patrol to address littering within high use areas.
- Parking Fee Station: Provided hand sanitizer at parking fee station.
- Annual Passes: Issuing annual passes online and pro-rating annual pass holder expiration dates to account for the time the watershed was closed to vehicle traffic.

2) Watershed Outreach

To influence user behavior and address issues associated with higher than normal watershed usage the district has taken the following steps.

- Watershed Greeters Program: Working to expand the Watershed Ambassador Program to include a Greeter's Program. This will begin with watershed staff and GGNPC staff and focus on educating users about watershed safety, trail etiquette, and natural resources. This could expand to a volunteer activity in the future.
- Volunteer Opportunities: Developing a self-led volunteer activity for trash collection. District will coordinate activities and provide tools and safety equipment to volunteers.

-
- Slow and Say Hello: Increasing Slow and Say Hello outpost activities on the watershed from two events to four events and expanding into the Phoenix Lake area.

3) Watershed Enforcement

To facilitate safe access the district has continued to enforce watershed regulations and respond to request for medical aid.

- Parking: Ranger Staff are monitoring parking areas and temporarily closing parking when the parking areas reach capacity.
- Recreational Signage: Installed new slow zone signage at Phoenix Lake. Installing targeted signage in select areas to address unique watershed issues.
- LIDAR Speed Detector: Monitoring bike speeds in select locations.

Long-Term Actions Being Considered

1) Watershed Facilities

Ongoing improvements to watershed facilities helps address increases in watershed usage and protect natural resources.

- Restrooms: Improve restroom facilities at Lagunitas Parking Area and Cataract trailhead.
- Trash Receptacles: Continue improving trash receptacles throughout the watershed.
- Construct engineered pathways at high use junctions to reduce bicycle speeds.
- Evaluate narrow trail and road segments and options for facilitating physical distancing.

2) Watershed Outreach

Expanding watershed outreach aims to influence users' behavior through fostering better trail sharing practices, by raising awareness of watershed regulations, and by engaging watershed users as active participants.

- Watershed Ambassador and Greeters Program: Further develop and advance partnerships with existing cycling groups, high school mountain bike teams and environmental groups. Expand this program as a volunteer activity that focuses on educating users about watershed trail etiquette, hiking and biking routes, and the watershed's unique natural resources and water supply.

-
- Signage: Enhance watershed signage along downhill routes, at road intersections and at major entry points. Improved signage would focus on watershed regulations, speed limits, user etiquette, sensitivity of natural resources and trail maps.
 - Slow and Say Hello: Increase annual support for “Slow and Say Hello” trail etiquette campaign. More frequent events on the watershed may help to improve community-wide trail ethics and mutual respect and resource sharing.

3) Enhanced Enforcement and Review of Watershed Regulation

An enhanced enforcement strategy would aim to influence user behavior through citations and fines, and may require updating enforceable codes or fee schedules to better protect the District’s watershed lands.

- Assess efficacy of our current approach of warnings, citations and fines, and consider a stronger approach to help ensure compliance with District Code.
- Establish slow zones in high use areas that require a reduced speed that is enforceable and can be monitored using a variety of methods.
- Consider new regulations for influencing visitor behavior such as requiring bells on bikes, setting a lower passing speed limit and/or minimum passing distance.

4) Watershed Sustainable Use Plan

A Watershed Sustainable Use Plan would aim to establish opportunities for a diverse set of users, while establishing a sustainable access strategy that supports the unique experiences that different user groups enjoy on the watershed.

- Watershed Sustainable Use Plan: Evaluate current watershed use patterns and watershed facility improvements necessary to support safe inclusive use that protects the environment and districts watershed lands.

Strategic Plan Alignment:

The actions align with the district’s Strategic Plan Goal 4: Environmental Stewardship, Strategy 2 – Increase community engagement in stewardship of Mt. Tamalpais as water and community asset: Objective 1 - Develop projects and programs for the Tamalpais Lands Collaborative and Objective 2 - Increase volunteer and education program capacity through public-private and not-for-profit partnerships.



STAFF REPORT

SUBJECT: Appointment of Board Secretary

SUBMITTED BY: Jeanne Mariani-Belding, Communications & Public Affairs Manager
Ben Horenstein, General Manager

RECOMMENDED ACTION: Appoint Terrie Gillen as Board Secretary

EXECUTIVE SUMMARY:

On March 17, 2020, the Board of Directors authorized the General Manager to recruit and hire a new Board Secretary. After careful review of more than 60 applicants, Terrie Gillen quickly distinguished herself as the top candidate. In her role as a city clerk, Ms. Gillen has been responsible for managing meetings, developing meeting packets and agendas, developing staff reports, and ensuring overall compliance with California’s Ralph M. Brown Act. Staff recommends that the Board appoint Terrie Gillen as Board Secretary.

FISCAL IMPACT: YES _____ NO X **FISCAL YEAR:** 2021

EXPENDITURES

Budgeted Amount	\$
Budget Augmentation Requested	\$
	\$
	\$
TOTAL EXPENDITURES	\$141,268.50

FUNDING SOURCES

Operating Fund	\$
Capital Fund	\$
Other	\$
Operating Reserves	\$
TOTAL SOURCES	\$141,268.50

FISCAL IMPACT NARRATIVE:

The budgeted amount of \$ 141,268.50 reflects the starting annual salary and benefits, based on a start date after July 20. The total annual salary for the position ranges from a minimum of \$96,960 to a maximum \$117,636.

BACKGROUND:

Ms. Gillen has more than 12 years of public sector experience, most recently as City Clerk for the City of Novato. She has held similar positions with the City of East Palo Alto and the City of Redwood City, and she has worked as a policy analyst for the City of Oakland and as a field representative for a congressional representative in Contra Costa County.

In her current role as City Clerk for the City of Novato, she is responsible for managing meetings, meeting minutes, processing meeting packets, developing staff reports, and the completion of resolutions, ordinances and public notices. She is also responsible for ensuring all meeting and council activities comply with the Brown Act. Ms. Gillen is experienced in records management, FPPC filings related to elected officials, and provides administrative support to council members. She also led the Novato City Council’s transition from at-large to district-based elections, and implemented a new automated agenda management system.

Ms. Gillen has a Bachelor of Arts degree in history, and a Bachelor of Arts degree in political science. She is also a certified municipal clerk. Her experience, professionalism, and innovative approach would be an asset to the District.

STRATEGIC PLAN ALIGNMENT:

The requested action aligns with the District’s Strategic Plan Goal 5- Workforce, Strategy 5- attract and retain a high quality efficient workforce to achieve the District’s strategic goals and Objective 6- ensure that the District has sufficient qualified staff to address critical tasks in a timely manner.

REVIEWED BY:	A.S.D. Manager/Treasurer	<input type="checkbox"/>	NA	<input checked="" type="checkbox"/>
	General Counsel	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>
	General Manager	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>



STAFF REPORT

SUBJECT: Approval to Recruit and Hire One Engineering Technician Position
SUBMITTED BY: Paul Morrison, Engineering Support Services Manager
Michael Ban, P.E., Division Manager
Environmental and Engineering Services Division
RECOMMENDED ACTION: Authorize General Manager to recruit and hire one Engineering Technician position

EXECUTIVE SUMMARY: A recent internal promotion has created an Engineering Technician position vacancy in the Environmental and Engineering Services Division. This position is critical to the timely and accurate recording and maintenance of digital records of the District's water system. Specifically, this position prepares digital record drawings for the District's Capital Improvement Program; prepares leak reports and field maintenance and repair records and maps which are maintained in the District's GIS system; and provides mapping and support for the District's Underground Service Alert (USA) and pipe location program, including conducting field mark and locates of District facilities to supplement the staff of two FTEs dedicated to the District's USA mark and locate program in response to meeting the USA workload, which has averaged 3.2 FTEs per month for the last 12 months. The District's USA and pipe location program ensures agencies and contractors are safely aware of the presence of District facilities in the field when working close by. District staff requests the Board authorize the General Manager to recruit and hire one Engineering Technician position.

FISCAL IMPACT: YES X No FISCAL YEAR: 2020 - 2021

EXPENDITURES

Table with 2 columns: Category, Amount. Rows: Budgeted Amount (\$108,850), TOTAL EXPENDITURES (\$108,850)

FUNDING SOURCES

Table with 2 columns: Category, Amount. Rows: Operating Fund (\$108,850), TOTAL SOURCES (\$108,850)

FISCAL IMPACT NARRATIVE: The annual salary for this position ranges from \$77,772 to \$93,300, plus benefits, with a total annual compensation from \$108,880 to \$130,620. The estimated FY 2020-2021 cost for this position is \$108,850 (step 5), assuming a start date of August 31, 2020. This position is included in the District's FY 2020-2021 budget. Filling this position will not increase the number of budgeted Full Time Equivalents (FTEs) for the District.

STRATEGIC PLAN ALIGNMENT: Strategic Plan Goal 5 – Workforce, Strategy 5 – Attract and retain a high quality, efficient workforce to achieve MMWD's strategic goals, and Objective 6 – Ensure MMWD has sufficient qualified staff to address critical tasks in a timely manner.

Authorize General Manager to Recruit and Hire One Engineering Technician Supervisor Position
July 7, 2020
Page 2

REVIEWED BY:	A.S.D. Manager/Treasurer	<input type="checkbox"/>	NA	<input type="checkbox"/>
	General Counsel	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>
	General Manager	<input checked="" type="checkbox"/>	NA	<input type="checkbox"/>



STAFF REPORT

SUBJECT: Future Meeting Schedule and Agenda Items

SUBMITTED BY: Board Secretary

RECOMMENDED ACTION: Discussion

FUTURE BOARD MEETINGS:

Friday, July 17
Operations Committee/Board of Directors
(Operations), 9:30 a.m.

Tuesday, July 21
Regular Bi-Monthly Board of Directors Meeting, 7:30 p.m.

Thursday, July 23
Finance Committee/Board of Directors
(Finance), 9:30 a.m.

Tuesday, August 4
Regular Bi-Monthly Board of Directors Meeting, 7:30 p.m.

Board Annual Retreat
September 25 (*tentative*)