



Posting Date: 01-28-2022

NOTICE OF BOARD OF DIRECTORS' REGULAR BI-MONTHLY MEETING

MEETING DATE: 02-01-2022

TIME: Meeting begins at **6:30 p.m. (Public)**
Closed Session begins at or after **6:31 p.m. (Only Board and Staff)**
Open Session for the public begins at or after **7:00 p.m. (Public)**

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

To participate online, go to <https://us06web.zoom.us/j/89235555620>. You can also participate by phone by calling **1-669-900-6833** and entering the **webinar ID#:892 3555 5620**.

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

EMAILED PUBLIC COMMENTS: You may submit your comments in advance of the meeting by emailing them to BoardComment@MarinWater.org. All emailed comments received by 3 p.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. All emails will be posted on our website. **(Please do not include personal information in your comment that you do not want published on our website such as phone numbers and home addresses.)**

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call at 6:30 p.m.	
Adoption of Agenda	<i>Approve</i>

Public Comment – Only on Items on the Closed Session

Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.

Convene to Closed Session at after 6:31 p.m.
(Only the Board of Directors and staff will participate)

AGENDA ITEMS**RECOMMENDATIONS****Closed Session Item**

1. Conference with Legal Counsel – Existing Litigation
(California Government Code Section §54956.9(d) (i))

North Coast Rivers Alliance v. Marin Municipal Water District
Case No. CIV2104008

Convene to Open Session at or after 7:00 p.m.

Closed Session Report Out**Public Comment - Items Not on the Agenda**

Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.

Directors' and General Manager's Announcements & Committee Reports

(7:10 p.m. – Time Approximate)

Consent Calendar (7:15 p.m. – Time Approximate)

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

2. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of January 18, 2022	<i>Approve</i>
3. Resolution Continuing the Invocation of the District's Emergency Contracting Procedures for the Rehabilitation of the Kastania Pump Station	<i>Approve</i>
4. Resolution Certifying Review of the Initial Study/Mitigated Negative Declaration and the Mitigation and Monitoring Program for the 350 Merrydale Road Residential Townhome Development Project and Approve a Pipeline Extension Agreement	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
5. Authorizing the General Manager to Execute Third Amendment to Contract No. 5652 to Extend the Contract for One Additional Year with United Site Services of California and Increase the Total Contract Amount for Portable Toilet Rentals and Servicing	<i>Approve</i>
6. Resolution to Continue Virtual Board and Committee Meetings Pursuant to Assembly Bill (AB) 361	<i>Approve</i>
Regular Calendar (7:20 p.m. – Time Approximate)	
7. Water Supply Update <i>(Approximate time 10 minutes)</i>	<i>Information</i>
8. Kastania Pump Station Rehabilitation Project Update <i>(Approximate time 15 minutes)</i>	<i>Information</i>
9. Professional Services Agreement with Jacobs Engineering Group for Engineering Services in Support of the Strategic Water Supply Assessment Project <i>(Approximate time 20 minutes)</i>	<i>Approve</i>
10. Professional Services Agreement with Environmental Science Associates, Inc. for Environmental Review Services Associated with the Intertie Emergency Intertie Project <i>(Approximate time 10 minutes)</i>	<i>Approve</i>
Public Hearing (8:15 p.m. – Time Approximate)	
11. 2020 Census Data & Adjustment of Director Division Boundaries (Redistricting) <i>(Approximate time 15 minutes)</i>	<i>Information</i>
Regular Calendar (8:30 p.m. – Time Approximate)	
12. Approve a Resolution Authorizing the General Manager to Negotiate and Execute a Revised Reimbursement Agreement between the City of San Rafael and Marin Municipal Water District for the 3 rd Street Pipeline Replacement Project <i>(Approximate time 10 minutes)</i>	<i>Approve</i>

AGENDA ITEMS	RECOMMENDATIONS
13. (A) Resolution Certifying Review of the Amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension and Approving a Pipeline Extension Agreement (B) Resolution Making Determinations with Respect to Fees Contained in the Pipeline Extension Agreement, and (C) Resolution Finding Impending Peril of Gradual Earth Movement Determining and Undertaking Appropriate Action Halt, Stabilize, or Abate Such Peril <i>(Approximate time 10 minutes)</i>	<i>Approve</i>
14. Further Discussion of Drought Restrictions <i>(Approximate time 20 minutes)</i>	<i>Information</i>
15. Future Meeting Schedule and Agenda Items <i>(Approximate time 5 minutes)</i>	<i>Information</i>
Adjournment to Financing Authority Meeting <i>(9:15 p.m. – Time Approximate)</i>	

ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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

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

FUTURE BOARD MEETINGS:

- ❖ Tuesday, February 8, 2022
 Water Resiliency Committee/Board of Directors (Water Resiliency) Meeting
 6:00 p.m.


 Board Secretary



Approval Item

TITLE

Minutes of the Board of Directors’ Regular Bi-Monthly Meeting of January 18, 2022

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

On January 18, the board had its regular bi-monthly meeting. The minutes of that meeting are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

- 1. Minutes of the Board of Directors’ Regular Bi-Monthly Meeting of January 18, 2022

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

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

MEETING MINUTES

Tuesday, January 18, 2022

Via teleconference
(In accordance with Assembly Bill 361)

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

DIRECTORS ABSENT: Larry Bragman

CALL TO ORDER AND ROLL CALL

President Russell called the meeting to order at 6:01 p.m.

ADOPT AGENDA

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

There were no public comments.

The following roll call vote was made.

Ayes: Directors Gibson, Koehler, Schmitt, and Russell

Noes: None

Absent: Director Bragman

PUBLIC COMMENT (ONLY ON CLOSED SESSION ITEMS)

There were no public comments.

CONVENE TO CLOSED SESSION

At 6:03 p.m., the Board of Directors convened to closed session. Director Larry Bragman arrived during the Closed Session.

CLOSED SESSION ITEMS

1. Conference with Legal Counsel – Anticipated Litigation
(Government Code §54956.9)

Worker's Compensation Claim

Number of Cases: One

2. Liability Claim
(Government Code §54956.9 (e)(3))

Claimant: Richardson Bay Sanitary District
Agency Claimed Against: Marin Municipal Water District

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

Title: General Manager

The Board of Directors and staff discussed the items. The Closed Session adjourned at 6:38 p.m.

CONVENE TO OPEN SESSION ON OR AFTER 7:00 PM

The board convened to open session at 7:01 p.m.

CLOSED SESSION REPORT OUT

President Russell stated that no reportable action was taken.

PUBLIC COMMENT

There were three (3) public comments.

Director Bragman arrived at 7:03 p.m.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

- Director Gibson reported that North Bay Water Association didn't meet this month in January, but would next month.
- Directors Bragman and Schmitt thanked the Watershed staff for providing them a tour of the restoration sites at Lagunitas Creek.
- President Russell provided a verbal Operations Committee Report highlighting the topics discussed at the Operations Meeting of January 14.

CONSENT CALENDAR (ITEMS 4-14)

Item 4 Minutes of the Board of Directors' Regular Bi-Monthly Meeting of January 4, 2022

- Item 5 General Manager’s Report for December 2021**
- Item 6 Resolution Continuing the Invocation of the District’s Emergency Contracting Procedures for the Rehabilitation of the Kastania Pump Station (Resolution No. 8673)**
- Item 7 Request to Fill One Temporary Meter Reader & Repair Worker 1 Position**
- Item 8 Request to Fill Customer Service Field Inspector Position**
- Item 9 Request to Fill Senior Customer Service Representative Position**
- Item 10 Request to Fill Backflow and Reclamation Specialist Position**
- Item 11 Recruitment and Hire of Mechanical & Electrical Maintenance Worker I/II**
- Item 12 Request to Fill Assistant Utility/Maintenance Worker Position in the Operations Division**
- Item 13 Request to Fill Warehouse Worker I/II Position in the Operations Division**
- Item 14 Recruitment and Hire of Treatment Plant Trainee II**

On motion made by Director Gibson and seconded by Director Koehler, the board adopted the Consent Calendar.

There were no public comments.

The following roll call vote was made.

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

REGULAR CALENDAR (ITEMS 15-16)

- Item 15 Certifying Review of the Amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension, and Approve a Pipeline Extension Agreement – Erin Drive, San Rafael – Talus Reserve**

Engineering Division Manager Crystal Yezman brought forth this item. Discussion ensued.

Although this was an agenda item for approval, the Board of Directors asked staff to research additional issues related to this item and directed staff to bring this item back to the next Board meeting of February 1st.

There were no public comments.

Item 16 Water Supply Update

Operations Division Manager Paul Sellier presented this item. Discussion followed.

There were six (6) public comments. There were no further comments from the board.

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

PUBLIC HEARING (ITEM 17)

Item 17 Adopting Ordinance No. 457 Repealing Limits on Water Use and Associated Penalties

Water Efficiency Manager Carrie Pollard brought forth this item. The board provided comments.

Then, President Russell opened the public hearing. There were two (2) public comments. Director Russell closed the public hearing.

Conversation continued between the board and staff.

On motion made by Director Gibson and seconded by Director Bragman, the board adopted Ordinance 457.

The following roll call vote was made.

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

REGULAR CALENDAR (ITEMS 18-19)

Item 18 Prohibiting Non-Functional Turf in Commercial Sector

Water Efficiency Manager Pollard also presented this item. Discussion ensued.

There were four (4) public comments.

Conversation between the board and staff continued.

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

Item 19 Future Meeting Schedule and Agenda Items

The board secretary went over the upcoming internal and external meetings. There were

neither public comments nor board comments.

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

ADJOURNMENT

There being no further business, the regular Board of Directors' meeting of January 18, 2022, adjourned at approximately 9:24 p.m.

Board Secretary



Approval Item

TITLE

Continuation of Emergency Contracting Procedures for the Rehabilitation of Kastania Pump Station

RECOMMENDATION

Approve a resolution continuing the invocation of the District's emergency contracting procedures to ensure prompt rehabilitation of the Kastania Pump Station as needed for drought response

SUMMARY

In connection with the 2021 drought, the District is pursuing the rehabilitation and recommissioning of the Kastania Pump Station (KPS Project), which will enable the District operational flexibility to meet its water supply needs when they cannot be met through gravity flow from the North Marin Aqueduct.

On November 2, 2021, the Board of Directors adopted Resolution No. 8656 invoking the District's emergency contracting procedures (Code Section 2.99.055), which allowed the construction contract to be awarded after informal solicitation of bids. District Code Section 2.90.055(c) requires that the Board review the emergency action and determine by a four-fifths vote whether there is a need to continue the emergency action at each subsequent board meeting.

DISCUSSION

The Kastania Pump Station (KPS) is located at 4100 Kastania Road in Petaluma, CA. In 1977, the District designed and built the KPS to increase the flow and pressure in the North Marin Aqueduct and offset the hydraulic impact of increased consumption of imported water by Petaluma and the North Marin Water District (NMWD). KPS pumped water via a 30-inch discharge pipe, which was connected to the North Marin Aqueduct at a point further south on Kastania Road.

The District owned and operated KPS until 1999 when it transferred ownership of the KPS to the Sonoma County Water Agency. Approximately five years later, the California Department of Transportation began planning its Marin-Sonoma Narrows US 101 highway-widening project, which would require portions of the North Marin Aqueduct to be relocated. This led to the development of NMWD's Aqueduct Energy Efficiency Project (AEEP), which installed a new pipeline connecting the existing Kastania Pipeline to an enlarged and relocated North Marin Aqueduct. Upon completion of the AEEP in August 2015, NMWD discontinued operation of the Kastania Pump Station. It has since been out of operation.

In order to preserve the District’s water supply, the District is pursuing the rehabilitation and recommissioning of the Kastania Pump Station. On November 2, 2021, the Board of Directors adopted Resolution No. 8656 invoking the District’s emergency contracting procedures (Code Section 2.99.055), which allowed the construction contract to be awarded after informal solicitation of bids. In accordance with District Code Section 2.90.055(c), a vote of at least four-fifths of the Directors to continue the emergency action shall take place at every regularly scheduled board meeting thereafter until the action is terminated.



The project is almost complete and the contractor has worked diligently to timely complete the work pursuant to the contract parameters. Despite increased water storage levels, staff believes that completing the project with the current contractor is necessary to avoid increased delay and cost to the District. Therefore, District staff recommend that the Board adopt a resolution continuing the invocation of the District’s emergency contracting procedures and authorizing the General Manager to execute necessary contracts to ensure expeditious rehabilitation of the Kastania Pump Station.

FISCAL IMPACT

The total capital cost to complete the Kastania Pump Station Rehabilitation Project is estimated to be \$1,637,777. Funding for this project is available within capital reserves.

ATTACHMENT(S)

1. Proposed Resolution – Continuation of District’s Emergency Contracting Procedures

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

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT CONTINUING THE INVOCATION OF THE DISTRICT'S EMERGENCY CONTRACTING PROCEDURES FOR CONSTRUCTION OF THE KASTANIA PUMP STATION REHABILITATION PROJECT

WHEREAS, the District, a special purpose municipal corporation, is authorized by District Code Section 2.90.055 to award construction contracts after waiving competitive bidding requirements in certain limited emergency situations; and

WHEREAS, on November 2, 2021, the District Board of Directors unanimously adopted Resolution 8656 invoking the District's emergency contracting procedures and authorizing the General Manager to execute necessary contracts for the rehabilitation of Kastania Pump Station; and

WHEREAS, rehabilitating the Kastania Pump Station and returning it to service is necessary to improve the operational efficiency of the District's imported water supply, especially during drought when augmenting its water supply and preserving its local supply is essential; and

WHEREAS, the District proposes to rehabilitate and complete minor alterations to the Kastania Pump Station to improve the operational efficiency of the District's imported water supply; and

WHEREAS, the Board of Directors finds that a significant emergency situation continues to exist due to the ongoing drought conditions in Marin County; and

WHEREAS, the delay resulting from a formal competitive solicitation of bids for rehabilitation of the Kastania Pump Station would significantly impair the District's ability to complete the project; and

WHEREAS, the Board of Directors finds that this continued emergency action authorizing the General Manager to execute necessary contracts is required to respond to the emergency need to rehabilitate the Kastania Pump Station and to avoid delay and additional costs to the District that would result in a change of direction at this point.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:
Pursuant to District Code Section 2.90.55, this continued action is necessary to ensure expeditious rehabilitation of the Kastania Pump Station in response to the drought emergency and to avoid additional delay and cost to the District.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



Approval Item

TITLE

Certify review of the Initial Study/Mitigated Negative Declaration and the Mitigation and Monitoring Program for the 350 Merrydale Road Residential Townhome Development Project (Project) and approve a Pipeline Extension Agreement

RECOMMENDATION AND NOTICE OF DETERMINATION

Adopt a resolution certifying review of the Initial Study/Mitigated Negative Declaration and the Mitigation and Monitoring Program for the Project and approve a Pipeline Extension Agreement for extension of the District's existing potable and recycled water facilities to serve a new 45-unit residential development located across Highway 101 from the Civic Center in San Rafael

SUMMARY

This item was previously reviewed at the January 14, 2022 Operation Committee Meeting and referred for approval. On October 16, 2017, Campus Properties, on behalf of the property owner, Ridgewood Properties, submitted plans to the City of San Rafael for a Pre-Application review of a proposed demolition of existing buildings and redevelopment of a 2.28-acre site at 350 Merrydale Road/3833 Redwood Highway with nine new buildings containing a total of 44 residential townhome units, including parking, landscaping and creekside enhancements.

After addressing comments from the City of San Rafael planning staff, a formal application was submitted on April 25, 2018, for a Conceptual Design Review of the construction of 45 for-sale townhome units in nine buildings and associated site improvements (i.e., the current project).

Upon completion of its design review and environmental review processes, on December 10, 2019, the City of San Rafael Planning Commission reviewed the 350 Merrydale Road Project (Project) and recommended the San Rafael City Council adopt the Project's Initial Study/Mitigated Negative Declaration (IS/MND) and approve the Project's Mitigation Monitoring and Reporting Program (MMRP), both prepared pursuant to the California Environmental Quality Act (CEQA). The City of San Rafael was the Project's Lead Agency under CEQA.

On February 3, 2020, the San Rafael City Council held a public hearing on the proposed Project, accepted and considered all oral and written public testimony and the written report provided by the City's Community Development Department and adopted the IS/MND and approved the MMRP for the proposed Project.

On February 18, 2020, the San Rafael City Council approved the Project and the Merrydale Homes – Planned Development District. The existing 2.28-acre property (APNs: 179-041-27 &

179-041-28) will be redeveloped with 45 for-sale townhome units in nine buildings and associated site improvements.

The San Rafael Fire Department has set the fire flow requirement for the project at 1,000 gallons per minute (gpm) with 20 psi residual pressure. Water service and fire protection for the Project will require the installation of approximately 340' of 6" water main (potable), 360' of 4" water main (recycled), 2-6" potable hydrants, 1-6" recycled hydrant, 4-1 1/2", 5-1" and 1-5/8" potable services and 10 recycled services (9-3/4" and 1-5/8"). The total water entitlement required for the project is 6.69 acre-feet: 6.30 acre-feet for the residential units, 0.01 acre-feet for a community room and 0.38 acre-feet for the common area landscaping (see Attachment 1). Applying the property's existing entitlement of 2.25 acre-feet, the purchase of 4.17 acre-feet of water entitlement is required.

The District has required the installation of individual recycled services for each building to provide recycled water for toilet flushing in each living unit and the community room. A separate recycled service will provide irrigation water for common areas.

ENVIRONMENTAL REVIEW

The District is a Responsible Agency as defined in §15381 of the Guidelines for Implementation of the California Environmental Quality Act (CEQA Guidelines) with respect to the proposed Pipeline Extension Agreement (PEA) for the 350 Merrydale Road Residential Townhome Development Project. The District has discretionary authority to approve or deny the PEA, which constitutes a project under CEQA (§15378), and is therefore subject to environmental compliance. Prior to reaching a decision on the PEA, the District's Board must consider the environmental effects of the Project as shown in the Project's IS/MND.

BACKGROUND:

The City of San Rafael, as CEQA Lead Agency, commissioned preparation of an IS/MND for the proposed Project. Consistent with the requirements of the CEQA Guidelines, a MMRP was also prepared outlining the procedures/steps and requirements for implementing all mitigation measures identified in the IS/MND.

Copies of the IS/MND were submitted to the Governor's Office of Planning and Research (OPR) and made available for a mandatory 30-day review period by pertinent agencies and interested members of the public. This public review period commenced on November 8, 2019, and concluded on December 10, 2019. Public notice was posted at the Project site regarding the proposed MND prepared for the Project. Notices were published in a local newspaper of general circulation in the area and mailed to surrounding property owners within 400 feet, pertinent agencies (including responsible and trustee agencies), organizations, and special interest groups pursuant to CEQA Guidelines Section 15072.

City staff evaluated comments received from public agencies, utilities, organizations, special interest groups and persons who reviewed the IS/MND and MMRP. City staff responded to these comments verbally at a City Planning Commission public hearing on December 10, 2019, and summarized the responses in a memorandum to file dated December 10, 2019. No changes or modifications were deemed necessary to the IS/MND. The Planning Commission approved the Project on December 10, 2019, and recommended the City Council adopt the IS/MND and approve the MMRP.

As discussed above, the San Rafael City Council adopted the IS/MND and approved the MMRP on February 3, 2010. Subsequently, on February 18, 2020, the San Rafael City Council approved the Project and the Merrydale Homes – Planned Development District.

On February 20, 2020, a Notice of Determination (NOD) was filed with the Marin County Clerk. The NOD was posted for a period of 30 days, ending on March 21, 2020. This posting concluded the City’s review of the Project under CEQA.

CEQA FINDINGS:

Section 15096(h) of the Guidelines states “The Responsible Agency shall make the findings required by Section 15091 for each significant effect of the project and shall make the findings in Section 15093 if necessary.”

On behalf of the District, Environmental Science Associates (ESA) reviewed the Project’s IS/MND and MMRP to determine if the environmental impacts of constructing and operating a proposed water service from District facilities in Merrydale Road was contemplated in the IS/MND. ESA found that the environmental effects of water supply attributable to the Project were adequately addressed and the impact to water supply [under CEQA] would be less than significant if purchase of additional water entitlement occurred and the Project complied with all indoor and outdoor requirements of District Code 13 for water conservation. However, the physical environmental effects of the installation of connects to the existing District water service in the Merrydale Road right-of-way were not expressly addressed in the IS/MND evaluation. Given the substantial ground disturbance that would be associated with demolition activities and construction of the Project on the site in general (e.g., installation of site drainage, dry utilities, foundations), it may be fairly assumed that the on-site water service would be constructed during this period of ground disturbance and would not create additional environmental impact beyond that considered in the IS/MND or require additional mitigation measures.

RECOMMENDATION AND FILING OF NOTICE OF DETERMINATION:

Staff has reviewed the IS/MND and MMRP for the Project and finds that it addresses all potential impacts associated with the extension of water and fireflow to the Project site. Staff

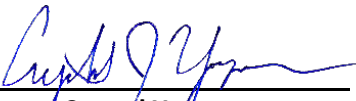

has also prepared a draft Pipeline Extension Agreement for the project developer setting forth the requirements for the work, to include compliance with District Standards and the MMRP, payment for staff services, and installation of the needed improvements. Staff recommends that the Board adopt a resolution of the Board of Directors certifying review of the Initial Study/Mitigated Negative Declaration and the Mitigation and Monitoring Program for the Project and approving a Pipeline Extension Agreement for the 350 Merrydale Road Residential Townhome Development Project.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Subdivision Overview
2. Draft Pipeline Extension Agreement
3. [Link to IS/MND for 350 Merrydale Road Residential Townhome Development Project, 350 Merrydale Road, San Rafael, CA, Assessor's Parcel Nos: 179-041-27 and 28](#)
4. Notice of Determination for IS/MND on 350 Merrydale Road Residential Townhome Development Project, 350 Merrydale Road, San Rafael, CA, Assessor's Parcel Nos: 179-041-27 and 28
5. Resolution No. 14762 by the City of San Rafael Adopting the IS/MND for the 350 Merrydale Road Residential Townhome Development and Mitigation Monitoring and Reporting Program
6. Memorandum, Review of CEQA Documentation for the 350 Merrydale Road Residential Townhome Development Project
7. Vicinity Map
8. Site Map
9. Proposed Resolution Certifying Review of the IS/MND and Approving a Pipeline Extension Agreement

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

ATTACHMENT 1

SUBDIVISION OVERVIEW:

APPLICANT: Michael Hooper of Campus Properties LLC

TYPE OF DEVELOPMENT: Subdivision

FIRE DEPARTMENT: San Rafael Fire Department

FIRE MARSHALL: Robert Sinnott

FIRE FLOW REQUIRED: 1,000gpm

PIPING: 340" of 6" & 360' of 4" (recycled)

HYDRANTS: 2-6", 1-6" recycled **Calculated Flow:** 1,250-1,500 **Residual:** 20 psi

SERVICES: 4 – 1 1/2", 5 – 1", 1 - 5/8", 9 – 3/4" recycled, 1 – 5/ 8" recycled, 9 – 4" firelines

SYSTEM: Lucas Valley Tank **Elevation:** 347

ELEVATION OF PROPERTY: Min: 0' Max: 10'

PRESSURE: Max: 146psi Min: 142psi

ESTIMATED ANNUAL CONSUMPTION: 0.14af/45 (multi-unit) = 6.30af + 0.01af for community room + 0.38af for landscape irrigation **TOTAL:** 6.69 acre-feet

EXISTING HISTORICAL ENTITLEMENT: 2.52af

LEAD AGENCY: City of San Rafael

TENTATIVE MAP APPROVED: February 3, 2020

CEQA: Mitigated Negative Declaration

**MARIN MUNICIPAL WATER DISTRICT
PIPELINE EXTENSION AGREEMENT**

**(MMWD – RIDGEWOOD PROPERTIES)
350 MERRYDALE RD, SAN RAFAEL – MERRYDALE TOWNHOMES**

THIS AGREEMENT is made and entered into this Xst day XXXX, 2022, by and between **MARIN MUNICIPAL WATER DISTRICT**, hereinafter called "District"; and **RIDGEWOOD PROPERTIES**, hereinafter called "Applicant" as follows:

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

Section A. Recitals

1. Applicant has requested a pipeline extension to provide water service to Assessor's Parcel Nos. 179-041-27 and -28 as shown on a map entitled, "Assessor's Map Book 179, Page 4, Scale 1"=100', dated July 25, 2012."

2. District has determined that service to said project will require the installation of 340' of 6" pipe, 360' of 4" pipe, 3-6" hydrants, 4-1 1/2" services, 5-1" services, 9-3/4" services, 2-5/8" services and 9-4" firelines and other facilities as set forth in plans prepared therefor.

3. Prior to final approval by the City or County of a Subdivision Map, Precise Development Plan, Parcel Map or other land use application and recordation of a final map for the project, the Applicant shall enter into an agreement with the District and complete financial arrangements for water to each lot, unit or parcel of the project;

4. District has determined that the above mentioned replacement lies within the boundaries of San Rafael Fire Department.

Section B. General Provisions

1. **Installation According to District Plans and Specifications:** The pipeline extension applied for and all work done in connection therewith shall be done under the supervision of and to the satisfaction of District, and shall be installed in accordance with detailed plans and specifications or supplemental plans as they may be prepared from time to time therefor by District, in addition to the Mitigation Monitoring and Reporting Program for Applicant's project. District shall have absolute discretion in determining the kind and quality of the work and materials. As the work progresses, District reserves and shall have the right to amend and adapt plans and specifications to meet conditions as they develop. Any extra costs arising from any such revision of plans will be charged to and paid for by Applicant.

ATTENTION IS CALLED TO THE STANDARD SPECIFICATIONS OF DISTRICT WHICH ARE REFERRED TO AND ARE INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH AT LENGTH. APPLICANT AND CONTRACTOR AGREE THAT ALL WORK SHALL BE DONE ACCORDING TO THE PROVISIONS OF THE STANDARD SPECIFICATIONS AND THAT APPLICANT, CONTRACTOR OR HIS SUBCONTRACTORS ARE FULLY BOUND TO ALL PROVISIONS OF THE STANDARD SPECIFICATIONS.

2. **Financial Arrangements:** Prior to issuing written certification to the City, County or State that financial arrangements have been made for construction of the required water facilities, the Applicant shall complete such arrangements with the District in accordance with Paragraph 6.

3. **Construction Scheduling:** Prior to release or delivery of any materials by the District or scheduling of construction inspection by the District, the Applicant shall:

- a. Deliver to the District prints of the utility plans approved by the City or County to enable the District to prepare final water facilities contract drawings.
- b. Grant or cause to be granted to the District without cost and in form satisfactory to the District, title to all real property and rights-of-way required by Paragraph 10.
- c. Deliver to the District a written construction schedule to ensure timely withdrawal of guaranteed funds for ordering of materials to be furnished by the District and scheduling of inspection or construction.

4. **Method of Performance of Work:** Work done under this agreement shall be performed as hereinafter indicated:

Items of Work:

- Water mains to be installed byA
- Fire hydrants to be installed byA
- Service connections to be installed byA
- Firelines to be installed byA

Methods of Doing Work:

- (A) Private contract to be let by Applicant or performed by Applicant's own forces.
- (B) Public contract to be let by District or performed by District's own forces.

5. **Estimated Cost of Work:** The estimated cost of the pipeline replacement applied for as determined by District is as follows:

	Column 1: Materials, Fees, and Charges	Column 2: Installation Costs	Column 3: Total
Pipeline Installation	\$12,537	\$75,500	\$88,037
Hydrant Installation	\$11,400	\$18,000	\$29,400
Service Installation	\$16,320	\$41,110	\$57,430
Fireline Installation	\$32,211	\$90,000	\$122,211
Recycled Pipeline Installation	\$7,444	\$79,500	\$86,944
Recycled Hydrant Installation	\$5,700	\$9,000	\$14,700
Recycled Service Installation	\$13,320	\$59,130	\$72,450
District Labor & Equipment	\$40,900	\$0	\$40,900
Connection Fee	<u>\$156,154</u>	<u>\$0</u>	<u>\$156,154</u>
TOTAL	\$295,986	\$372,240	\$668,226

Said cost estimates are made solely for the convenience of District in determining required deposits, bonds, and guarantees. District makes no representations whatever, and assumes no responsibility whatever, regarding the accuracy of said estimates.

6. **Financial Arrangements to Be Made by the Applicant** shall consist of the following:

Materials, Fees and Charges

The Applicant shall pay to the District the total estimated cost of Materials, Fees and Charges set forth in Paragraph 5, Column 1, \$295,986.

Installation Costs

Under Method A: Applicant agrees to hire a private contractor to install the facilities, and therefore, shall provide financial guarantees satisfactory to the District in the form of a performance bond in the amount of \$372,240 guaranteeing installation of the facilities and furnishing of bulk material. Applicant's contractor shall furnish a maintenance bond in the amount of \$93,060 guaranteeing the cost of maintaining, repairing, or replacing the facilities during the first two (2) years following completion of all facilities and acceptance by the District.

In addition, the Contractor shall furnish the following insurance requirements:

- a. Workers' Compensation Insurance.
- b. Public Liability - combined single limit of not less than \$1,000,000.
- c. Policy shall specifically name Marin Municipal Water District, its officers, officials, agents, employees and volunteers as an additional insured and shall provide that said coverage is primary to any insurance carried by the District.
- d. A policy statement indicating that there shall be not less than 30 days written notice prior to cancellation.

The Applicant or Contractor may substitute a check written to the District in lieu of a performance or maintenance bond.

7. **Review of Estimates:** All estimated costs set forth in this agreement shall be subject to periodic review and revision at the District's discretion. In the event the Applicant has not completed financial arrangements with the District in accordance with Paragraph 6 within 6 months from the date of this agreement, all estimated fees, costs and charges set forth in Paragraph 5 shall be reviewed and revised if necessary. In the event Applicant has not secured final land use approval for the project from the City or County, recorded a final map and diligently commenced construction of improvements required by those agencies and the District prior to expiration of one year from the date of this agreement, the District may, at its option, either retract financial certifications issued to City, County and State agencies and terminate this agreement or require amendment of this agreement and revision of all costs contained herein. The Applicant shall pay any balance due upon demand or furnish a guarantee of such payment satisfactory to the District.

8. **Extensions of Time:** All extensions of time granted by the City or County for the Applicant to comply with conditions of land use approval or to construct improvements pursuant to a subdivision improvement agreement shall require concurrent extensions of this agreement and shall be cause for review and revision of all water facilities costs set forth in Paragraph 5 hereof. The Applicant shall apply to the District for extension of this agreement prior to approval of the Applicant's request for such extensions by either the City or the County.

9. **Delay or Failure to Complete:** If the District determines that there has been undue delay in completion of any work to be performed by Method A, or a failure to complete the same within a reasonable time, it may demand that Applicant forthwith either complete all such work or pay to District the District's estimate of the entire amount required to complete all such work. District's determination upon the question of undue delay or failure to complete shall be final and binding upon Applicant. If Applicant fails to comply with said demand within a reasonable time, District may take possession of all parts of the project and may complete it at the expense and for the account of Applicant.

10. **Property and Rights-of-Way:** Applicant must furnish District all necessary and suitable real property and rights-of-way required by Chapter 11.40 of the Marin Municipal Water District Code at least 30 days prior to start of construction, as follows:

"A deed from the fee owner(s) to District granting a pipeline and access right-of-way over the route of all facilities not falling within publicly dedicated and accepted streets. If, for any reason, such deed cannot be obtained, District will accept a final court decree (to be obtained at Applicant's sole cost and expense) establishing such pipeline and access right-of-way".

11. **Changes in Estimated Costs - Additional Deposits:** At any time or times prior to completion of installation of the facilities, whether or not the plans and specifications have been changed, District may revise its estimate of any item of estimated cost payable by Applicant to District. If a revised estimate is greater than the amount previously paid, Applicant must pay the excess to District within 30 days after District requests an additional deposit. If the revised estimate is less than the amount previously paid, District will credit the difference to any account then owed by Applicant, or if no such account exists, will refund said difference to Applicant as provided in Paragraph 14.

12. **No Work to be Done Prior to Compliance:** No work shall be performed nor installation made prior to Applicant's delivery to District of all fees, charges, deposits, bonds, and guarantees required by Paragraph 6 nor prior to Applicant's furnishing to District all property and rights-of-way required by Paragraph 10, nor after 30 days has elapsed from District's request for additional deposit pursuant to Paragraph 11 unless said additional deposit has been made.

13. **Termination for Failure to Deliver Deposits, Bonds, Etc.:** Failure to deliver to District any fees, charges, deposit, bond, guarantee, property, or right-of-way, required by Paragraph 6 or 10 within the times set forth in said paragraphs, or failure to commence installation of facilities within the time set forth in Paragraphs 7 and 20, shall constitute a material breach of this agreement for which this agreement may be terminated by District without prior notice.

14. **Payment of Actual Costs:** Upon completion of installation of the facilities, District will determine the actual amount of its costs and expenses thereby incurred. If the actual amount exceeds the estimate previously paid, Applicant will pay to District the amount of such excess promptly upon demand. If the actual amount is less than the estimate previously paid, District will, upon completion and acceptance of the facilities, credit any excess money to any account then owed by Applicant or refund it. District's determination of such costs and expenses shall be final and binding provided that such determination shall be made upon the basis of generally accepted accounting principles consistently applied and shall be free of arithmetical error. In the event a performance bond or certificate of deposit is being held, it likewise will be released to Applicant upon acceptance of the work by District to the extent that it has not been used or required.

15. **No Interest on Deposits:** No interest shall accrue to or be paid to Applicant for any funds deposited with District pursuant to this agreement except insofar as required by Government Code 53079.

16. **Right to Approve Contractor:** In the event installation is to be made or work done under Method A, District reserves the right to approve or disapprove of the contractor or forces to be used; and no installation may be made except by those approved by District.

17. **Applicant's Responsibility:** Applicant shall take all responsibility for work under this agreement; shall bear all cost or loss resulting to him or to District on account of the nature or character of the work, through timeliness with which Applicant's contractor pursues the work, or because of the nature of the ground in or on which the work is done is different from what is assumed or expected, or on account of the weather, flood, earthquake, landslide, subsidence, unforeseen difficulties, accidents, or any other causes; and Applicant shall assume the defense of, and indemnify and save harmless District and its officers, agents, and employees from all claims of any kind arising from the approval of, letting of bids for the performance of work under this agreement, and the District's approval of this Agreement for the benefit of Applicant, including, but not limited to, any challenges under the California Environmental Quality Act, claims for personal injury, death, property damage, loss of use, and loss of business, and including all such claims as may be asserted by officers, agents or employees of Applicant, his contractor or subcontractors, District, or third parties.

Applicant agrees to provide in any contract entered into with any other party for the performance of work under this agreement, that all work be done pursuant to terms of the Standard Specifications of District and in compliance with the mitigation

measures set forth in the approved Mitigation Monitoring and Reporting Program for the Project, and that such other party indemnify and save harmless District and its officers, agents, and employees from all claims of any kind arising from performance of said contract or this agreement, including claims for personal injury, death, property damage, loss of use and loss of business, and including all such claims as may be asserted by officers, agents, or employees of Applicant, his contractor or subcontractors, District, or third parties for failure to so provide in any contract let by Applicant.

Applicant agrees to comply with that section of the Standard Specifications requiring public liability insurance which is primary and underlying to District's insurance and specifically naming District as an additional insured.

Before work is commenced, Applicant shall furnish District with a certificate of insurance demonstrating compliance with the worker's compensation insurance and public liability insurance requirements set forth in the Standard Specifications.

18. **Prevailing Wages:** Pursuant to Section 1770 et seq of the Labor Code of the State of California, the Contractor and all subcontractors under him shall pay not less than the prevailing wage rate. The Contractor shall forfeit to the District a penalty, \$25 for each laborer, workman, or mechanic employed for each calendar day or portion thereof such laborer, workman, or mechanic is paid less than the prevailing wage rate for any work done under this contract by him or by any subcontractor under him. Contractor shall submit to the District completed certified payrolls on a weekly basis.

19. **Grade Established:** No work shall be performed or installation made until street subgrades have been established and until curbs and gutters have been installed.

20. **Commencement of Installation:** Applicant must commence installation of the facilities provided for herein within one year after execution of this agreement. Applicant shall give notice to District at least two work days before initially commencing work under this agreement. District shall be notified when work is stopped and when it is started again.

21. **Furnishing of Materials:** All materials will be supplied by District at District's Corporation Yard or Pipe Yard and at replacement cost. Risk of loss of, or damage to materials shall pass to Applicant at the time and place of delivery. Replacement cost will be based on the "moving average unit price" method employed by District.

22. **Inspection by District:** District shall provide an inspector to inspect the installation of facilities. The cost of inspection shall be charged against the job. No part of the facilities installed by Applicant shall be covered or obstructed until same has been inspected and approved by the District inspector.

23. **Acceptance:** District assumes no obligation as to maintenance of the facilities included in this agreement until such time as they are formally accepted.

Applicant will be notified in writing of acceptance of the work at such time as all facilities are satisfactorily installed in accordance with the plans and specifications and all paving work is completed. Any cost incurred by District necessitated by emergency or other repairs prior to final acceptance by District will be charged against Applicant.

24. **Title:** Immediately upon acceptance, all right, title and interest in the pipeline extension and all other facilities herein mentioned shall vest in District.

25. **Fire Hydrants:** All fire hydrants will be turned over to the local public agency having control of public fire protection in the area, to be operated and maintained by it the same as other hydrants in the area.

26. **Area Not to be Served Before Acceptance:** Nothing herein contained and no temporary service from any facility herein provided for and no installation provided for herein shall be construed as an agreement or undertaking on the part of District to serve Applicant's property prior to the time this contract shall have been performed in its entirety by Applicant and the facilities shall have been accepted by District.

27. **No Refunds:** No refunds will be made from the sale of the water from this extension.

28. **Dispute Resolution:** Any dispute or claim in law or equity between District and Applicant or Contractor arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Applicant or Contractor arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

This provision is intended to be severable. If this provision is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, it shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

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

30. **Attorney's Fees**: In the event of legal action by District to collect any sums due from Applicant hereunder, the prevailing party shall be entitled to reasonable attorney's fees to be set by the court.

31. **Interest on Unpaid Accounts**: Any monies owed the District shall begin accruing interest sixty days after the first billing date. Said interest will be the rate District earns on its investments plus one percent, but shall in no event exceed 10% per annum.

32. **Time of the Essence**: Time is of the essence.

33. **Non-Transferable**: This agreement applies only to the parcel(s) of land hereinabove described and may not be transferred to any other parcel(s) of land.

34. **Deadline to Activate Service**: The service connections covered under this agreement must be put to the use for which application was made within eight years of the completion of the facilities installed pursuant to this agreement. If activation is not achieved in the time specified, the District will cause the service to be abandoned and will refund the connection fees, less the cost of abandoning the service, to the owner of record or his designee.

35. **Water Conservation**: Applicant shall install high-efficiency toilets not to exceed 1.28 gallons per flush, showerheads that use not more than 2.0 gallons of water per minute, kitchen and lavatory faucets that use not more than 1.5 gallons of water per minute, and pressure-reducing valves set to maintain a maximum of 60 p.s.i. static pressure at the regulator outlet. Drought-tolerant landscaping and drip irrigation shall be used except where demonstrated to be infeasible. The installation of a gray water recycling system designed to reuse the maximum practicable amount of gray water on site is also required. All water conservation measures shall comply with the provisions of District rules and regulations in effect at the time water service is granted.

36. **Landscaping**: Final landscape and irrigation plans must be submitted and reviewed by District for compliance with District's current landscape water conservation ordinance. All plans must pass ordinance review before water service is granted to any portion of this project.

37. **System Protection**: Applicant shall install and maintain backflow protection on water services if deemed necessary by District.

38. **High Pressure:** Water service to said project will be granted only under the District's "High Pressure Application".

39. **Service Connections:** The individual service connections under this agreement will be granted under the District's rules and regulations in effect at the time service is granted.

40. **Satisfaction of District:** Whenever, in this agreement, the satisfaction of District must be met and District or its Board of Directors makes a determination in good faith of satisfaction or dissatisfaction, such determination shall be final and binding upon all parties hereto.

**RIDGEWOOD PROPERTIES
454 LAS GALLINAS AVE STE 284
SAN RAFAEL CA 94903**

By _____
Name and Title

MARIN MUNICIPAL WATER DISTRICT

By _____
President, Board of Directors

By _____
Secretary

Notice of Determination

21-20-040

Appendix D

To:

Office of Planning and Research
U.S. Mail: Street Address:
P.O. Box 3044 1400 Tenth St., Rm 113
Sacramento, CA 95812-3044 Sacramento, CA 95814

County Clerk
County of: Marin
Address: 3501 Civic Center Dr, Suite 234
San Rafael, CA 94903

From:

Public Agency: City of San Rafael
Address: 1400 5th Ave, Community Dev Dept
San Rafael, CA 94901
Contact: Raffi Boloyan, Planning Manager
Phone: (415) 485-3095

Lead Agency (if different from above):
Address: FEB 20 2020
Contact: SHELLY SCOTT
MARIN COUNTY CLERK
Phone: BY: Deputy

FILED

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): #2019119040

Project Title: 350 Merrydale Rd

Project Applicant: Michael Hooper/Campus Properties

Project Location (include county): 350 Merrydale Rd/3833 Redwood Hwy (APN's 179-041-27 + -28)

Project Description:

Located in City of San Rafael, Marin County. Project requests a Planned Development Rezoning, Environmental and Deign Review Permit, Use Permit and Tentative Subdivision Map, with Exception to roadway width, to allow the demolition of existing one story buildings and construction of 9 new three story buildings containing 45 residential townhome units and 94 parking spaces on a 2.28 acre site, with associated site, landscaping and lighting improvements.

This is to advise that the San Rafael City Council has approved the above (Lead Agency or Responsible Agency)

described project on 02/18/2020 and has made the following determinations regarding the above described project.

- 1. The project [] will [x] will not have a significant effect on the environment.
- 2. [] An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. [x] A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- 3. Mitigation measures [x] were [] were not made a condition of the approval of the project.
- 4. A mitigation reporting or monitoring plan [x] was [] was not adopted for this project.
- 5. A statement of Overriding Considerations [] was [x] was not adopted for this project.
- 6. Findings [x] were [] were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: City of San Rafael, Community Development Dept, 1400 5th Ave, 3rd Fl, San Rafael, CA 94901

Signature (Public Agency): [Signature] Title: Planning Manager

Date: 2/19/2020 Date Received for filing at OPR:

POSTED TO Revised 2011
POSTED 2020 TO 3-21-20



State of California - Department of Fish and Wildlife
2020 ENVIRONMENTAL FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 12/01/19) Previously DFG 753.5a

Print **StartOver** **Finalize&Email**

RECEIPT NUMBER:
 21 — 02/20/20 — 040
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF SAN RAFAEL	LEAD AGENCY EMAIL	DATE 02/20/20
COUNTY/STATE AGENCY OF FILING Marin		DOCUMENT NUMBER

PROJECT TITLE

350 MERRYDALE RD

PROJECT APPLICANT NAME CITY OF SAN RAFAEL	PROJECT APPLICANT EMAIL raffi.boloyan@cityofsanrafael.org	PHONE NUMBER (415) 485-3095
PROJECT APPLICANT ADDRESS 1400 5th AVE, CDD	CITY SAN RAFAEL	STATE CA
		ZIP CODE 94901

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- | | | | |
|---|------------|----|-------------------|
| <input type="checkbox"/> Environmental Impact Report (EIR) | \$3,343.25 | \$ | <u>0.00</u> |
| <input checked="" type="checkbox"/> Mitigated/Negative Declaration (MND)(ND) | \$2,406.75 | \$ | <u>2,406.75</u> |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW | \$1,136.50 | \$ | <u>0.00</u> |
|
 | | | |
| <input type="checkbox"/> Exempt from fee | | | |
| <input type="checkbox"/> Notice of Exemption (attach) | | | |
| <input type="checkbox"/> CDFW No Effect Determination (attach) | | | |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy) | | | |
| <hr/> | | | |
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00 | \$ | <u>0.00</u> |
| <input checked="" type="checkbox"/> County documentary handling fee | | \$ | <u>50.00</u> |
| <input type="checkbox"/> Other | | \$ | <u> </u> |

PAYMENT METHOD:

- Cash
 Credit
 Check
 Other

TOTAL RECEIVED \$ 2,456.75

SIGNATURE X 	AGENCY OF FILING PRINTED NAME AND TITLE MARIN COUNTY CLERK; O. LOBATO, ARCC SUPERVISOR
---	--

Assessor-Recorder-Co. Clerk
County of Marin
SHELLY SCOTT
Assessor-Recorder-Co. Clerk

1 FISH/GAME NEGATIVE DECLARATION	2406.75
1 COUNTY CLERK ADMIN FEE	50.00

Total Charges	2456.75
CHECK 11535	2406.75
CHECK 11526	50.00
Total Tendered	2456.75
Change	.00

2/20/2020 10:27:37 AM 2020022000085
Printed: Feb 20 2020 10:28AM by OL ARC1TLJH2
Thank you!
Online Anytime. www.marincounty.org



Requested By Public

RESOLUTION NO. 14762

RESOLUTION OF THE CITY OF SAN RAFAEL CITY COUNCIL ADOPTING AN INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION AND APPROVING THE MITIGATION MONITORING AND REPORTING PROGRAM FOR A REZONING (ZC19-002), ENVIRONMENTAL AND DESIGN REVIEW PERMIT (ED18-100), TENTATIVE MAP (18-006), MASTER USE PERMIT (UP18-039), AND SUBDIVISION EXCEPTION (EX19-012) FOR THE DEMOLITION OF THE EXISTING ONE-STORY BUILDINGS ON SITE AND CONSTRUCTION OF NINE (9) THREE-STORY RESIDENTIAL BUILDINGS WITH A TOTAL OF 45 "FOR SALE" MULTI FAMILY RESIDENTIAL UNITS (INCLUDING 9 BELOW-MARKET-RATE (BMR) UNITS), 94 PARKING SPACES, WITH NEW LANDSCAPING AND CREEKSIDE ENHANCEMENTS ON AN EXISTING 2.28 ACRE PARCEL LOCATED AT 350 MERRYDALE RD/3833 REDWOOD HWY (MERRYDALE TOWNHOMES) (APN'S: 179-041-27 AND 179-041-28)

WHEREAS, on October 16, 2017, Michael Hooper of Campus Properties, on behalf of the property owner, Ridgewood Properties, submitted plans for a Pre-Application review of a proposed demolition of existing buildings and redevelopment of a 2.28 acre site at 350 Merrydale Road/3833 Redwood Hwy with nine new buildings containing a total of 44 residential townhome units, including parking, landscaping and creekside enhancements; and

WHEREAS, on January 18, 2018, City Planning staff provided comments on the pre-application, with additional comments from other City departments and relevant outside Agencies; and

WHEREAS, on April 25, 2018, Michael Hooper of Campus Properties, on behalf of the property owner, Ridgewood Properties, submitted an application for a Conceptual Design Review for the construction of 45 for-sale townhome units, and associated site improvements; and

WHEREAS, on July 17, 2018, the Design Review Board held a duly noticed public hearing on the conceptual design of the proposed project and provided recommendations to the applicant; and

WHEREAS, on November 8, 2018, Michael Hooper of Campus Properties, on behalf of the property owner, Ridgewood Properties, submitted a formal application for Planned Development (PD) Rezoning (ZC18-002), Environmental and Design Review Permit (ED18-100), Tentative Map (TS18-006), Master Use Permit (UP18-039) and Subdivision Exception (EX19-012); and

WHEREAS, on July 25, 2019, the applicant held a Neighborhood Meeting at the project site, which was duly noticed by the City to residents and property owners within 400 feet of the project site; and

WHEREAS, on August 6, 2019, the Design Review Board held a duly noticed public hearing on the proposed project, accepting all oral and written public testimony and the written report of the Department of Community Development; and

WHEREAS, as required by the California Environmental Quality Act (CEQA) Guidelines, staff determined that the proposal is defined as a 'project,' making it subject to environmental review. Pursuant to CEQA Guidelines Section 15063, an Initial Study was prepared to determine the potential environmental impacts of the project. The Initial Study is supported by several technical studies and reports (traffic, noise, biological, geotechnical, air quality, cultural resources, hydrology, fire flow analysis, and storm water control plan); and

WHEREAS, as demonstrated in the preparation of an Initial Study, all potentially significant effects on the environment identified in the Initial Study can be mitigated to less-than-significant levels with implementation of the recommended mitigation measures; including impacts to Air Quality, Biological Resources, Cultural Resources, Hydrology and Water Quality, Noise, Transportation, and Tribal Resources. Therefore, consistent with CEQA Guidelines Section 15070, the Initial Study supports and recommends the adoption of a Mitigated Negative Declaration; and

WHEREAS, consistent with the requirements of the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (MMRP) has been prepared, which outlines the procedures/steps and requirements for implementing all mitigation measures identified in the Initial Study/Mitigated Negative Declaration. The MMRP is attached hereto as Attachment A and incorporated by reference; and

WHEREAS, the subject site was posted with a public notice regarding the Mitigated Negative Declaration prepared for this project and notices were published in a local newspaper of general circulation in the area and mailed to surrounding property owners within 400 feet, pertinent agencies (including responsible and trustee agencies), organizations and special interest groups pursuant to CEQA Guidelines Section 15072; and

WHEREAS, copies of the Initial Study/Mitigated Negative Declaration were submitted to the State Office of Planning and Research (OPR) and made available for a 30-day review period by pertinent agencies and interested members of the public, commencing on November 8, 2019 and concluding on December 10, 2019; and

WHEREAS, the City has evaluated the comments received by public agencies, utilities, organizations, special interest groups and persons who have reviewed the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, including two letters/emails received from California Department of Transportation (Caltrans) and State Department of Toxic and Substance Control (DTSC), commenting on the adequacy of the Initial Study/Mitigated Negative Declaration. Staff responded to these comments verbally at the hearing on December 10, 2019 and summarized the responses in a memo to file dated December 10, 2019. No changes or modifications were deemed necessary to the Initial Study/Mitigated Negative Declaration; and

WHEREAS, on December 10, 2019, the Planning Commission held a public hearing on the proposed project, the planning applications for the 45-unit residential townhome development at 350 Merrydale Road/3833 Redwood Hwy and the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, accepting all oral and written public testimony and the written report of the Department of Community Development. On a vote of 6-0-1 (Commissioner Samuzdi absent), the Planning Commission adopted Resolution No. 19-11, recommending that the City Council adopt the IS/MND and approve a Mitigation Monitoring and Reporting Program; and

WHEREAS, on February 3, 2020, the City Council held a duly-noticed public hearing on the proposed project, accepting and considering all oral and written public testimony and the written report of the Department of Community Development; and

WHEREAS, the custodian of documents which constitute the record of proceedings upon which this decision is based is the Community Development Department of the City of San Rafael;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael does hereby adopt the Mitigated Negative Declaration and approves the Mitigation Monitoring and Reporting Program as presented in Attachment "A" based on the findings that:

- a) The City exercised its independent judgment in evaluating the Mitigated Negative Declaration and the Mitigated Negative Declaration has been considered in conjunction with comments received during the public review period and at the public hearings. Based on this review, the City Council finds and determines that: 1) there is no substantial evidence that the project will have a significant impact on the environment; and 2) revisions have been made to the project and have been included in the project as mitigation measures which reduce the potential impacts to a less-than-significant level.

- b) A Mitigation Monitoring and Reporting Program has been prepared for adoption to ensure implementation of, and compliance with, all conditions required to mitigate any impact to a level of less than significant. All mitigation measures have also been included as conditions of the project's approval by separate Resolution.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on the 3rd day of February 2020, by the following vote to wit:

AYES: COUNCILMEMBERS: Colin, Gamblin, McCullough & Mayor Phillips

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Bushey


LINDSAY LARA, City Clerk

Attachment A Mitigation Monitoring and Reporting Program

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM 350 Merrydale Road					
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Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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I. AESTHETICS

I(d). Mitigation Measure AES-1: Prior to the Building Permit final inspection, the project applicant shall submit to the satisfaction of the Community Development Department Director, a post-installation photometric lighting study showing that the lighting on site complies with the approved lighting levels per ED18-100 and the requirements of SRMC 14.16.227. The project applicant shall also demonstrate to the Building Department that outdoor lighting fixtures meet the requirements of the California Energy Code (known as Part 6, Title 24 of the California Code of Regulations)

Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project	
	Building Division	Planning Division verifies appropriate plan/study obtained prior to issuance of building permit	Deny issuance of building permit	

III. AIR QUALITY

III (b). Mitigation Measure AQ-1: Include basic measures to control dust and exhaust during construction. During any construction period ground disturbance, the applicant shall ensure that the project contractor implement measures to control dust and exhaust. Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with grading and new construction to a less-than-significant level.

Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project	
Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Building Division	Building Division verifies appropriate approvals obtained prior to issuance of building permit	Deny issuance of building permit	

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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The contractor shall implement the following best management practices that are required of all projects:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
--------------------	--------------------------	---------------------------	--	----------------------------------	--

manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.

8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

III(b). Mitigation Measure AQ-1a: All diesel-powered off-road equipment, larger than 25 horsepower, operating on the site for more than two days continuously shall, at a minimum, meet U.S. EPA particulate matter emissions standards for Tier 2 engines with CARB-certified Level 3 Diesel Particulate Filters or equivalent.

- The use of equipment meeting U.S. EPA Tier 4 standards for particulate matter would also meet this requirement.
- Use of equipment that includes alternatively fueled equipment (i.e., non-diesel) would meet this requirement.
- Other measures may be the use of added exhaust devices, or a combination of measures, provided that these measures are approved by the City and

Require as a condition of approval
Project sponsor provides equipment list prior to issuance of building permits

Planning Division
Public Works Division / Building Division

Incorporate as condition of project approval
Building Division verifies appropriate approvals obtained prior to issuance of building permit

Deny project
Deny issuance of building permit

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
--------------------	--------------------------	---------------------------	--	----------------------------------	--

demonstrated to reduce community risk impacts to less-than-significant.

III(c) Mitigation Measure AQ-2: Include high-efficiency particulate filtration systems in residential ventilation systems.

The significant exposure for new project receptors is judged by two effects: (1) increased cancer risk, and (2) annual PM2.5 concentration. Exposure to cancer risk from U.S. Highway 101 are significant. Cancer risk is based on exposure to exhaust emissions while annual PM2.5 concentrations are based on the exposure to PM2.5 resulting from emissions attributable to truck and auto exhaust, the wearing of brakes and tires and re-entrainment of roadway dust from vehicles traveling over pavement. PM2.5 exposure drives the mitigation plan. Reducing PM2.5 exposures to less than significant would also reduce cancer risk to less than significant levels. The project shall include the following measures to minimize long-term annual PM2.5 exposure for new project occupants:

1. Install air filtration in residential dwellings. Air filtration devices shall be rated MERV 13 or higher. To ensure adequate health protection to sensitive receptors (i.e., residents), this ventilation system, whether mechanical or passive, all fresh air

Require as a condition of approval

Planning Division

Incorporate as condition of project approval

Deny project

Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits

Building Division

Building Division verifies appropriate approvals obtained prior to issuance of building permit

Deny issuance of building permit

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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circulated into the dwelling units shall be filtered, as described above.

2. As part of implementing this measure, an ongoing maintenance plan for the buildings' heating, ventilation, and air conditioning (HV AC) air filtration system shall be required.
3. Ensure that the use agreement and other property documents: (1) require cleaning, maintenance, and monitoring of the affected buildings for air flow leaks, (2) include assurance that new owners or tenants are provided information on the ventilation system, and (3) include provisions that fees associated with owning or leasing a unit(s) in the building include funds for cleaning, maintenance, monitoring, and replacements of the filters, as needed.

IV. BIOLOGICAL RESOURCES

IV(a). Mitigation Measure BIO-1: Pre-construction nesting bird and bat surveys

The nesting season is defined here as being from February 1 to August 31 and therefore work should commence between September 1 and January 31.

- If this is not possible, and project activities are initiated during the nesting season, then a nesting

Require as a condition of approval.	Project sponsor designates qualified professional prior to start of construction and obtains approvals from appropriate agencies	Planning Division	Incorporate as condition of project approval. Project applicant conducts pre-construction survey before permit issuance.	Deny project	
		Planning / Building Division	Planning / Building Division verifies	Deny issuance of building permit	

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
Attachment 1. A-5

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure **Implementation Procedure** **Monitoring Responsibility** **Monitoring / Reporting Action & Schedule** **Non-Compliance Sanction/Activity** **Monitoring Compliance Record (Name/Date)**

bird survey shall be conducted by a qualified wildlife biologist no more than 14 days prior to the start of project activities.

- If nests are identified, a no-disturbance buffer should be implemented to avoid impacts to nesting birds and should remain in place until all young are fledged or the nest otherwise becomes inactive.
- Buffers typically range from 25 feet to 500 feet depending on the species.
- If work is to be initiated within the bat breeding/winter roosting season, an assessment of existing buildings should be performed prior to construction activities to determine if a roost is present.
- If a roost is observed, construction activities should be postponed until a qualified biologist determines the bats are excluded from the roost location.

survey conducted prior to issuance of building permit

V. CULTURAL RESOURCES

V(b). Mitigation Measure CULT-1: Protect Archaeological Resources identified during Construction: The project sponsor shall ensure that construction crews stop all work within 100 feet of the discovery until a qualified archaeologist can assess the

Require as a condition of approval
 Project sponsor designates qualified professional pursuant to

Planning Division
 Planning /Building

Incorporate as condition of project approval
 Project sponsor to halt work of building

Deny project
 Deny issuance of building

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
Attachment 1. A-6

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>previously unrecorded discovery and provide recommendations. Resources could include subsurface historic features such as artifact-filled privies, wells, and refuse pits, and artifact deposits, along with concentrations of adobe, stone, or concrete walls or foundations, and concentrations of ceramic, glass, or metal materials. Native American archaeological materials could include obsidian and chert flaked stone tools (such as projectile and dart points), midden (culturally derived darkened soil containing heat-affected rock, artifacts, animal bones, and/or shellfish remains), and/or groundstone implements (such as mortars and pestles).</p>	<p>NAHC requirements and obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Division</p>	<p>immediately upon discovery of unknown resources</p> <p>Planning / Building Division verifies appropriate professionals/approvals obtained prior to issuance of building permit</p>	<p>permit</p>	
<p>V(c). Mitigation Measure CULT-2: Protect Human Remains Identified During Construction: The Project proponent shall treat any human remains and associated or unassociated funerary objects discovered during soil-disturbing activities according to applicable State laws. Such treatment includes work stoppage and immediate notification of the Marin County Coroner and qualified archaeologist, and in the event that the Coroner's determination that the human remains are Native American, notification of NAHC according to the requirements in PRC Section 5097.98. NAHC would appoint a Most Likely Descendant ("MLD"). A qualified archaeologist, Project proponent, County of Marin, and MLD shall make all</p>	<p>Require as a condition of approval</p> <p>Project sponsor designates qualified professional pursuant to NAHC requirements and obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Planning Division</p> <p>Planning /Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Project sponsor to halt work immediately upon discovery of unknown resources</p> <p>Planning / Building Division verifies appropriate professionals/approvals obtained prior</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
Attachment I. A-7

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement would take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, and final disposition of the human remains and associated or unassociated funerary objects. The PRC allows 48 hours to reach agreement on these matters.

VII. GEOLOGY AND SOILS

VII(a)(ii). Mitigation Measure GEO -1: Prior to a grading or building permit submittal, the project sponsor shall prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer. Minimum mitigation includes design of new structures in accordance with the provisions of the current California Building Code or subsequent codes in effect when final design occurs. Recommended seismic design coefficients and spectral accelerations shall be consistent with the findings presented in Section 4 of the May 8, 2018 ENGEO report.

VII(a)(iii). Mitigation Measure GEO-2: Prior to a grading or building permit submittal, the project

Require as a condition of approval	Project sponsor prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer	Planning Division	Incorporate as condition of project approval	Deny project	
		Public Works Division	Public Works / Building Division verifies appropriate design-level report prior to issuance of building permit	Deny issuance of building permit	
Require as a condition of approval		Planning Division	Incorporate as condition of project approval	Deny project	

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
 Attachment 1, A-8

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>sponsor shall prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer for review and approval. In order to reduce the effects of the potentially expansive soils and/or liquefaction settlement, foundations should be designed to withstand minimum differential movements. Foundation design recommendations are presented in Section 4 of the May 8, 2018 ENGEO report.</p>	<p>Project sponsor prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer</p>	<p>Public Works Division</p>	<p>Public Works / Building Division verifies appropriate design-level report prior to issuance of building permit</p>	<p>Deny issuance of building permit</p>	
<p>VII(b). Mitigation Measure GEO-3: Prior to a grading or building permit submittal, the project sponsor shall prepare a site drainage system prepared by a qualified and licensed civil engineer and submit the report to the City Engineer. The site drainage system will demonstrate the ability to collect surface water and discharge into an established storm drainage system. The project Civil Engineer of Architect is responsible for designing the site drainage system and, an erosion control plan shall be developed prior to construction per the current guidelines of the City of San Rafael Public Works Department (DPW) Grading and Construction Erosion and Sediment Control Plan Permit Application Package and the Regional Water Quality Control Board standards.</p>	<p>Require as a condition of approval</p> <p>Project sponsor prepare a design-level drainage system design prepared by a qualified and licensed civil engineer and submit the report to the City Engineer</p>	<p>Planning Division</p> <p>Public Works Division</p>	<p>Incorporate as condition of project approval</p> <p>Public Works / Building Division verifies appropriate design-level report prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	

VII(c). Implementation of GEO-1 & GEO-2

See MM GEO-1 and

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
 Attachment 1. A-9

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
	GEO-2 above				
VII(d). Mitigation Measure GEO-4: Soils shall be moisture conditioned to above the optimum moisture content during site grading and maintained at this moisture content until imported aggregate base and/or surface flatwork is completed.	Require as a condition of approval Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Planning Division Building Division	Incorporate as condition of project approval Public Works / Building Division verifies appropriate approvals obtained prior to issuance of building permit	Deny project Deny issuance of building permit	
VII(f). Mitigation Measure GEO-5: Should paleontological resources be encountered during project subsurface construction activities located in previously undisturbed soil and bedrock, all ground-disturbing activities within 25 feet shall be halted and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a "qualified paleontologist" shall be an individual with the following qualifications: 1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; 2) at least two years of professional experience related to paleontology; 3) proficiency in recognizing fossils in the field and determining their significance; 4) expertise in local geology, stratigraphy,	Require as a condition of approval Project sponsor shall designate qualified paleontologist, consult with agencies as appropriate prior to issuance of building permits	Planning Division Building Division	Incorporate as condition of project approval Should paleontological resources be encountered during project subsurface construction activities located in previously undisturbed soil and bedrock, all ground-disturbing activities within 25 feet shall be halted. Planning / Building Division contacted and appropriate agencies	Deny project Halt building permit	

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated
 Negative Declaration
 Attachment 1. A-10

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
and biostratigraphy; and 5) experience collecting vertebrate fossils in the field.			alerted to discoveries		

If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource. Measures may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological repository such as the University of California Museum of Paleontology, along with significant paleontological materials. Public educational outreach may also be appropriate.

The project applicants shall inform its contractor(s) of the sensitivity of the project site for paleontological resources and shall verify that the following directive has been included in the appropriate contract specification documents:

"The subsurface of the construction site may

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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contain fossils. If fossils are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be halted and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Fossils can include plants and animals, and such trace fossil evidence of past life as tracks or plant imprints. Marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Vertebrate land mammals may include bones of mammoth, camel, saber tooth cat, horse, and bison. Contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5."

IX. HAZARDS AND HAZARDOUS MATERIALS

IX(a). Mitigation Measure HAZ-1: Prior to submittal for a demolition permit, the project sponsor shall use a qualified and licensed professional to prepare a hazardous building materials survey for all structures

Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project
Project sponsor obtains	Building	Building Division	Deny issuance

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
Attachment I. A-12

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>proposed for demolition or renovation as part of the project. All lead-based paint and asbestos-containing materials (ACM) shall be abated by a certified contractor in accordance with local, state, and federal requirements. All hazardous materials shall be removed from buildings prior to demolition in accordance with California Division of Occupational Safety and Health (DOSH) and California Department of Toxic Substances Control (DTSC) regulations. A completion of abatement activities report shall be prepared by a qualified professional and submitted to the City prior to permit approval.</p>	<p>approvals from appropriate agencies prior to issuance of building permits</p>	<p>Division</p>	<p>verifies appropriate approvals obtained prior to issuance of building permit</p>	<p>of building permit</p>	
<p>IX(b). Mitigation Measure HAZ-2: Prior to submittal for a demolition permit, the project sponsor shall use a qualified and licensed professional to prepare a Soil Management Plan to develop protocols and procedures for handling potentially impacted soils or underground structure/equipment that may be encountered during grading operations and other construction activities as part of the project. If impacted soils or underground structure/equipment are encountered during construction activities, all construction shall stop, and a qualified and licensed professional shall be contacted to conduct a site visit to make observations and prepare recommendations for proper handling of soils and/or structures/equipment</p>	<p>Require as a condition of approval</p> <p>Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Planning Division</p> <p>Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Building Division verifies appropriate approvals obtained prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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X. HYDROLOGY AND WATER QUALITY

X(a). Mitigation Measure HYDRO-1: Prior to issuing a grading or building permit, the project applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and/or Erosion and Sediment Control Plan (ESCP) in accordance with the requirements of the statewide Construction General Permit and the City of San Rafael Department of Public Works. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD). The SWPPP shall include the minimum Best Management Practices (BMPs) required for the identified risk level. The SWPPP shall be designed to address the following objectives:

- 1) All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled;
- 2) Where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated;
- 3) Site BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity. The erosion

Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project	
Project sponsor submits SWPP/ESCP to San Rafael Department of Public Works prior to issuance of building permits	Public Works Division	Public Works Division verifies appropriate approvals obtained prior to issuance of building permit	Deny issuance of building permit	

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
--------------------	--------------------------	---------------------------	--	----------------------------------	--

and sediment control plan shall include the rationale used for selecting BMPs including supporting soil loss calculations, as necessary;

4) Stabilization BMPs installed to reduce or eliminate pollutants after construction are completed.

5) BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans Stormwater Quality Handbook Construction Site BMPs Manual.

X(a). Mitigation Measure HYDRO-2: Prior to a certificate of occupancy, the Project applicant shall verify that operational stormwater quality control measures that comply with the requirements of the current Phase II Small MS4 Permit have been implemented. Responsibilities include, but are not limited to:

- 1) Designing BMPs into Project features and operations to reduce potential impacts to surface water quality and to manage changes in the timing and quantity of runoff associated with operation of the project. These features shall be included in the design-level drainage plan and final development drawings.

Require as a condition of approval

Project sponsor submits Phase II Small MS4 Permit to San Rafael Department of Public Works prior to issuance of certificate of occupancy

Public Works Division

Public Works Division

Incorporate as condition of project approval

Public Works verifies appropriate approvals obtained prior to issuance of certificate of occupancy

Deny project

Deny issuance of certificate of occupancy

Attachment A

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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- 2) The proposed project shall incorporate site design measures and Low Impact Development design standards, including minimizing disturbed areas and impervious surfaces, infiltration, harvesting, evapotranspiration, and/or bio-treatment of stormwater runoff.
- 3) The Project applicant shall establish an Operation and Maintenance Plan. This plan shall specify a regular inspection schedule of stormwater treatment facilities in accordance with the requirements of the Phase II Small MS4 Permit.
- 4) Funding for long-term maintenance of all BMPs shall be specified.

XIII. NOISE

XIII(a). Mitigation Measure NOISE-1: Implementation of the following measures would reduce construction noise levels emanating from the site, limit construction hours, and minimize disruption and annoyance.

- a. Construction activities shall be limited to the hours specified in the City of San Rafael's Municipal Code (7 am to 6 pm on weekdays and 9 am to 6 pm on Saturdays). No construction activities are permitted on Sundays and holidays.
- b. Limit use of the concrete saw to a distance of 50 feet or greater from residences, where feasible.

Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project
Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Building Division	Building Division verifies appropriate approvals obtained prior to issuance of building permit	Deny issuance of building permit

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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Construct temporary noise barriers to screen stationary noise-generating equipment, such as the concrete saw, when located near adjoining sensitive land uses. Temporary noise barriers could reduce construction noise levels by 5 dBA.

- c. Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- d. Unnecessary idling or internal combustion engines should be strictly prohibited.
- e. Locate stationary noise-generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors.
- f. Utilize "quiet" air compressors and other stationary noise sources where technology exists.
- g. Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- h. Notify all adjacent business, residences, and other noise-sensitive land uses of the construction schedule, in writing, and provide a written schedule of "noisy" construction activities to the adjacent land uses and nearby residences.
- i. Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include in it the notice sent to neighbors regarding the construction schedule.

XVII. TRANSPORTATION

XVII(a). Mitigation Measure TRANS-1: The project sponsor shall construct a pedestrian sidewalk, subject to the availability of right-of-way and the feasibility of the drainage design, on the west side of Redwood Road directly adjacent to the project driveway connecting to the existing sidewalk.

Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project
Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Public Works Division	Public Works Division verifies appropriate approvals obtained prior to issuance of building permit	Deny issuance of building permit

XVIII. TRIBAL CULTURAL RESOURCES

Attachment A

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
XVIII(a). Mitigation Measure TRIBAL-1: Implementation of the unanticipated discovery measures outlined in Section V(b) and (d) above, address the potential discovery of previously unknown resources within the project area. If significant tribal cultural resources are identified onsite, all work would stop immediately within 50 feet of the resource(s) and the project applicant would comply with all relevant State and City policies and procedures prescribed under PRC Section 21074.	Require as a condition of approval Project sponsor designates qualified professional pursuant to NAHC requirements and obtains approvals from appropriate agencies prior to issuance of building permits	Planning Division Planning /Building Division	Incorporate as condition of project approval Project sponsor to halt work immediately upon discovery of unknown resources Planning / Building Division verifies appropriate professionals/approvals obtained prior to issuance of building permit	Deny project Deny issuance of building permit	

File #: ZC19-002/ED18-100/TSI8-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
Attachment 1. A-19



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707.795.0902 [fax](#)

Item Number: 04
Attachment: 06 [esassoc.com](#)

memorandum

date December 9, 2021

to Joseph Eischens, Marin Municipal Water District

from David D. Davis, AICP

subject Review of CEQA Documentation for the 350 Merrydale Road Residential Townhome Development Project

Attachments

1. Vicinity Map
2. MMRP
3. Preliminary Utility Plan

Introduction

This memorandum concerns the environmental documentation for the 350 Merrydale Road Residential Townhome Development Project (Project) in the Marin County Civic Center area in the northern portion of the City of San Rafael. On behalf of Ridgewood Properties, the Campus Property Group is moving forward with development of 45 townhomes and stacked flats and is seeking to secure a pipeline extension agreement (PEA) and water service from Marin Municipal Water District (MMWD or District). The City of San Rafael adopted the Mitigated Negative Declaration (IS/MND) and Mitigation and Mitigation Monitoring and Reporting Program (MMRP) for the project on February 3, 2020, and approved the overall project on February 18, 2020. Water service and fire protection for the development will require pipeline extensions from MMWD's existing facilities in Merrydale Road.

ESA has reviewed the Project's IS/MND and associated approval documents. This memorandum includes background information on the Project, compliance documentation prepared pursuant to the California Environmental Quality Act (CEQA), and approval actions for the Project, and review of CEQA and project approval documentation completed for the Project with a focus on the specific actions to be taken by MMWD.

MMWD is a Responsible Agency as defined in the CEQA Guidelines with respect to the proposed Project. The District has discretionary authority to approve or deny the PEA, which constitutes a project under CEQA (§15378) and is therefore subject to environmental compliance. Prior to reaching a decision on the PEA, the Board must consider the environmental effects of the elements of the Project subject to the PEA request [and under MMWD jurisdiction] as shown in the Project's IS/MND documentation. In the case of the 350 Merrydale Project, the elements subject to MMWD jurisdiction is one potable water main and one recycled water main extending from MMWD's existing service in Merrydale Road. Both mains would extend east from the MMWD service and be within the central access street within the Project site.

Assuming all adopted mitigation measures and conditions of approval assigned to the Project by the City of San Rafael are implemented, there would be no significant impacts attributable to the 350 Merrydale Road Residential Townhome Development Project associated with issuance of a PEA for a pipeline extension from MMWD's existing facilities in Merrydale Road.

Attachment 1 presents a vicinity map for the 350 Merrydale Road Project site.

Project History and CEQA Background

- On October 16, 2017, Michael Hooper of Campus Property Group, on behalf of the property owner, Ridgewood Properties, submitted plans for a Pre-Application review of a proposed demolition of existing buildings and redevelopment of a 2.28-acre site at 350 Merrydale Road/3833 Redwood Highway with nine new buildings containing a total of 44 residential townhome units, including parking, landscaping and creekside enhancements.
- On January 18, 2018, City of San Rafael planning staff provided comments on the Pre-Application, including comments from other City departments and relevant outside agencies, including MMWD.
- On April 25, 2018, Mr. Hooper, on behalf of Ridgewood Properties, submitted a formal application to the City for a Conceptual Design Review for the construction of 45 for-sale townhome units and associated site improvements.
- On July 17, 2018, the City's Design Review Board (DRB) held a public hearing on the conceptual design of the proposed Project and provided recommendations to the Applicant (i.e., Campus Properties).
- On November 8, 2018, Mr. Hooper, on behalf of Ridgewood Properties, submitted an application for PD Rezoning (ZC19-002) requesting to establish the required development standards for the proposed redevelopment of the site to allow the construction of 45 residential "for sale" condominium units, including parking, landscaping and creekside enhancements. Applications were also submitted for Environmental and Design Review Permit (ED18-100), Tentative Subdivision Map (TS18-006), Subdivision Exception (EX19-012), Use Permit (UP18-039) and Environmental Review/Initial Study (IS18-001), which were processed concurrent with the Rezoning application, as required by the City's Zoning Ordinance. The City of San Rafael would be the Project's Lead Agency under CEQA.
- On August 6, 2019, the DRB held a public hearing on the proposed Project, accepting all oral and written public testimony and the written report provided by the City's Department of Community Development.
- Concurrently, as required by CEQA Guidelines, City staff determined that the 350 Merrydale Road proposal is defined as a "project," making it subject to environmental review. Pursuant to CEQA Guidelines Section 15063, an Initial Study (IS) was prepared to determine the potential environmental impacts of the Project. The IS was supported by several technical studies and reports (i.e., traffic, noise, biological, geotechnical, air quality, cultural resources, hydrology, fire flow analysis, storm water control plan).
- The IS found that all potentially significant effects on the environment identified in that evaluation could be mitigated to less-than-significant levels with implementation of the recommended mitigation measures. Consistent with CEQA Guidelines Section 15070, the IS supported and recommended the adoption of a MND.
- Consistent with the requirements of the CEQA Guidelines, a Mitigation Monitoring and Reporting Program (MMRP) was prepared outlining the procedures/steps and requirements for implementing all mitigation

measures identified in the IS/MND. The MMRP is attached hereto as Attachment 2 and incorporated by reference.

- Public notice was posted at the Project site regarding the proposed MND prepared for the Project. Notices were published in a local newspaper of general circulation in the area and mailed to surrounding property owners within 400 feet, pertinent agencies (including responsible and trustee agencies), organizations, and special interest groups pursuant to CEQA Guidelines Section 15072.
- Copies of the IS/MND were submitted to the Governor’s Office of Planning and Research (OPR) and made available for a mandatory 30-day review period by pertinent agencies and interested members of the public. This public review period commenced on November 8, 2019, and concluded on December 10, 2019.
- City staff evaluated comments received from public agencies, utilities, organizations, special interest groups and persons who reviewed the IS/MND and MMRP, including two letters/e-mails received from California Department of Transportation (Caltrans) and State Department of Toxic and Substance Control (DTSC). City staff responded to these comments verbally at a City Planning Commission public hearing on December 10, 2019, and summarized the responses in a memorandum to file dated December 10, 2019. No changes or modifications were deemed necessary to the IS/MND. The Planning Commission approved the Project and recommended the City Council adopt the IS/MND and approve the MMRP.
- On February 3, 2020, the San Rafael City Council held a public hearing on the proposed Project, accepting and considering all oral and written public testimony and the written report of the City’s Community Development Department and adopted the IS/MND and approved the MMRP.
- Subsequently, on February 18, 2020, the San Rafael City Council approved the Project and the Merrydale Homes – Planned Development District.
- On February 20, 2020, a Notice of Determination (NOD) was filed with the Marin County Clerk. The NOD was posted for a period of 30 days, ending on March 21, 2020. This posting concluded the City’s review of the Project under CEQA.

Review of CEQA Documents Completed for the Project with respect to the Pipeline Extension Agreement

This section is based on review of the following documents:

- *350 Merrydale Road Residential Townhome Development Project, 350 Merrydale Road, San Rafael, CA, Assessor’s Parcel Nos: 179-041-27 and 28, Initial Study/Mitigated Negative Declaration.* City of San Rafael, November 8, 2019. Includes Mitigation Monitoring and Reporting Program.
- *350 Merrydale Road, San Rafael, California, Architectural Plans.* Campus Property Group, WHA, BKF Engineers, and Ripley Design Group, September 20, 2019.
- *Tentative Map for 350 Merrydale Road.* BKF Engineers, October 24, 2019.
- Resolution No. 14762 Adopting the Initial Study/Mitigated Negative Declaration and Approving the Mitigation Monitoring and Reporting Plan for 350 Merrydale Road, San Rafael, APN’s 179-041-27 and 179-041-28. City of San Rafael, February 3, 2020.

- Ordinance No. 1979 Approving a Planned Development Rezoning from Planned Development (PD) District (PD1594) to a Revised PD (ZC19-002) at 350 Merrydale Road/3833 Redwood Highway (Merrydale Townhomes) (APN's 179-041-27 and 179-041-28). City of San Rafael, February 24, 2020.
- *Notice of Determination for 350 Merrydale Rd.* State Clearinghouse Number 2019119040. City of San Rafael, February 19, 2020.

Consistency of 350 Merrydale Road Residential Townhome Development Project with the Project Evaluated in the CEQA Documentation. Campus Property Group, on behalf of Ridgewood Properties, is currently moving forward with the 350 Merrydale Project and has filed a request for the PEA with MMWD. The Project involves the construction of 45 townhomes and stacked flats in nine buildings at 350 Merrydale Road in San Rafael.

Based on the review of the documents cited above, the Project is moving forward as currently planned with no substantive revisions or changes in design. The Project appears to reflect the residential development proposed on the site at 350 Merrydale Road is consistent with that evaluated in the IS/MND adopted by the City of San Rafael.

Water Service. Regarding water service, the IS/MND states that the Project would connect to existing MMWD water service in the Merrydale Road right-of-way with four laterals within the Project site. MMWD currently provides water service to the existing buildings on the Project site. The evaluation under IS Checklist Question XIX.b concluded that the current water entitlement for the existing buildings on site would not be sufficient to serve the Project. This evaluation determined that the impact to water supply [under CEQA] would be less than significant if purchase of additional water entitlement occurred and the Project complied with all indoor and outdoor requirements of MMWD Code 13 for water conservation. It is noted, however, that the current Project utility plan shows on-site water service would be provided by one potable water main and one recycled water main. These mains would extend east from the existing MMWD service in Merrydale Road and be within the central on-site access street (shown as "Street A" on Attachment 3). This represents a reduction in physical connections to the MMWD service (i.e., four lateral connections to two water main connections).

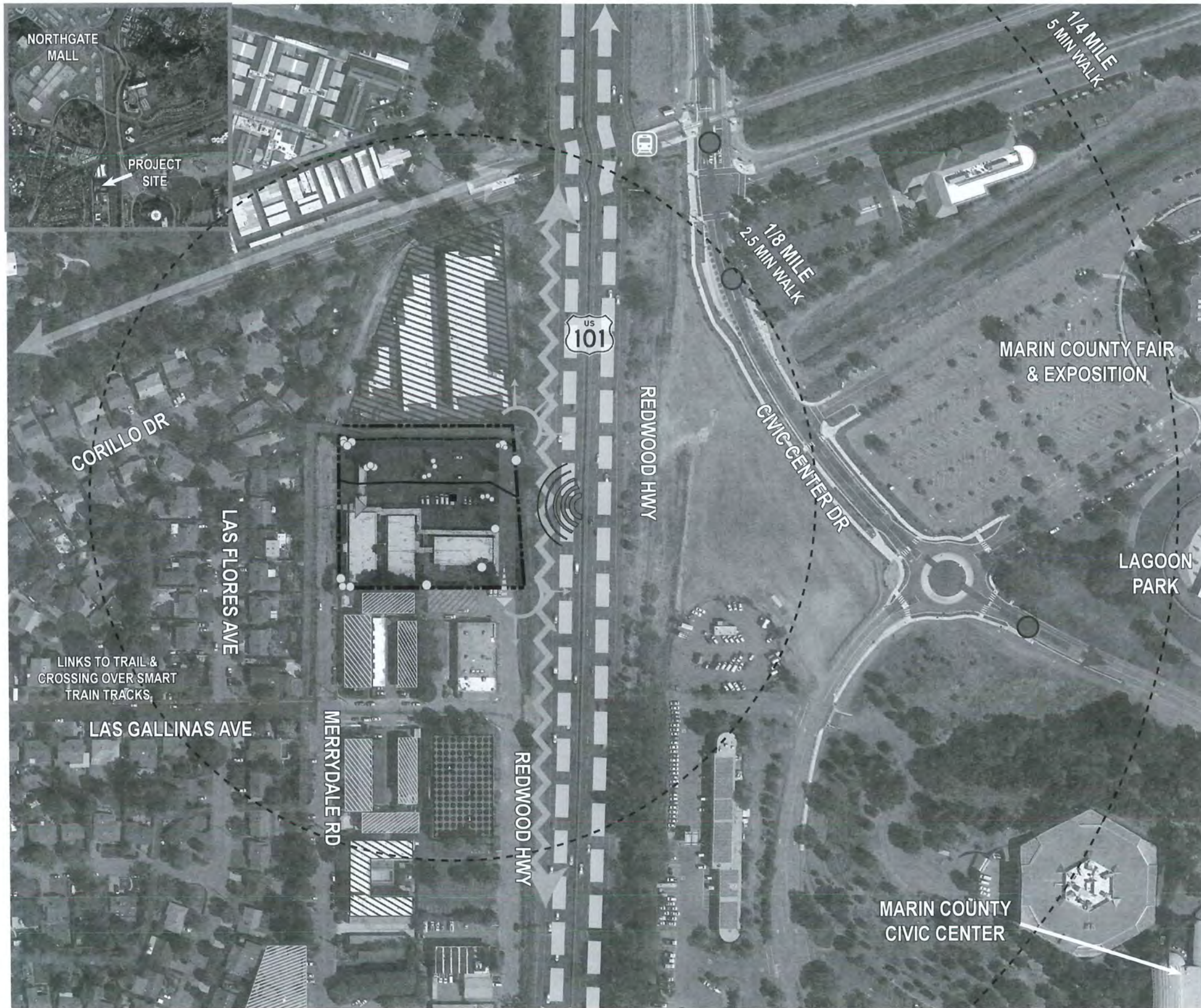
Significant Impacts/Recommendation. The physical environmental effects of the installation of the four laterals connecting to the existing MMWD water service in the Merrydale Road right-of-way were not expressly addressed in the IS/MND evaluation. The change in on-site water service occurred after the City's adoption of the IS/MND and approval of the MMRP. However, this change in utility design reduces the in-street connections to the existing MMWD service in Merrydale Road from four [laterals] to two [mains]. This would be a reduction in potential environmental impact and can be considered within the scope of the evaluation and impact findings of the adopted IS/MND.

Given the substantial ground disturbance that would be associated with demolition activities and construction of the Project on the site in general (e.g., installation of site drainage, dry utilities, foundations), it may be fairly assumed that the potable and recycled water mains would be constructed during that phase of ground disturbance and would not create additional environmental impact beyond that considered in the IS/MND or require additional mitigation measures. For its own CEQA administrative record, ESA *recommends* that MMWD requests and receives written commitment from the Applicant (i.e., Campus Property Group/Ridgewood Properties) that all appropriate mitigation measures in the approved MMRP are applied to, and implemented for, the construction of the potable water main and the recycled water main.

As documented in the NOD filed for the Project and elsewhere, the San Rafael City Council determined that the Project in its approved form would not have a significant effect on the environment, and that mitigation measures identified in the MMRP were made a condition of approval for the Project. As noted above, the change in water service design is within the scope of the evaluation and impact findings presented in the adopted IS/MND.

Accordingly, the mitigation measures included in the Project's MMRP would be sufficient to reduce any significant environmental impact resulting from the redesigned on-site water service to less-than-significant levels. The MMRP approved for the Project contains mitigation measures to mitigate significant impacts in the following topical areas: Aesthetics, Air Quality, Biological Resources, Cultural/Tribal Cultural Resources, Geology and Soils (including Paleontological Resources), Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, and Transportation.

Assuming all adopted mitigation measures and conditions of approval assigned to the Project by the City of San Rafael are implemented as appropriate for the installation of on-site water service (i.e., one potable water main, one recycled water main), there would be no significant impacts attributable to the 350 Merrydale Road Residential Townhome Development Project associated with issuance of a PEA for pipeline extensions from MMWD's existing facilities in Merrydale Road.



- SITE BOUNDARY**
- SITE BOUNDARY
- SITE CONSTRAINTS**
- US 101 (REDWOOD HWY) - TOTAL 9 LANE HIGHWAY
 - HIGHWAY NOISE
 - 2-STORY COMMERCIAL BUILDING
 - PUBLIC STORAGE
 - 2-STORY APARTMENT BUILDINGS
 - 3-STORY APARTMENT BUILDINGS
 - DANDY'S MARKET
 - FUTURE 3-STORY OAKMONT ASSISTED LIVING PROJECT (89 UNITS)
 - CREEK
 - MAINTENANCE EASEMENT
 - ROAD AND UTILITY EASEMENT
 - EXISTING TREES
 - MINIMUM CREEK SETBACK (25 FT)
 - POSSIBLE CREEK SETBACK (100 FT)
- SITE OPPORTUNITIES**
- SMART - MARIN CIVIC CENTER STATION
 - EXISTING PEDESTRIAN PATH TO SMART - MARIN CIVIC CENTER STATION
 - PEDESTRIAN & BIKE TRAIL
 - MARIN TRANSIT LINE & BUS STOPS
 - EXISTING BERM TO MITIGATE HIGHWAY NOISE
 - VIEW OPPORTUNITIES
 - PRIMARY ENTRANCE
 - SECONDARY ENTRANCE / EXIT
 - TO NORTHGATE MALL ± 1/2 MILE AWAY

OPPORTUNITIES AND CONSTRAINTS MAP
350 MERRYDALE ROAD
SAN RAFAEL, CALIFORNIA

MITIGATION MONITORING AND REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
I. AESTHETICS					
I(d). Mitigation Measure AES-1: Prior to the Building Permit final inspection, the project applicant shall submit to the satisfaction of the Community Development Department Director, a post-installation photometric lighting study showing that the lighting on site complies with the approved lighting levels per ED18-100 and the requirements of SRMC 14.16.227. The project applicant shall also demonstrate to the Building Department that outdoor lighting fixtures meet the requirements of the California Energy Code (known as Part 6, Title 24 of the California Code of Regulations)	Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project	
		Building Division	Planning Division verifies appropriate plan/study obtained prior to issuance of building permit	Deny issuance of building permit	
III. AIR QUALITY					
III (b). Mitigation Measure AQ-1: Include basic measures to control dust and exhaust during construction. During any construction period ground disturbance, the applicant shall ensure that the project contractor implement measures to control dust and exhaust. Implementation of the measures recommended by BAAQMD and listed below would reduce the air quality impacts associated with grading and new construction to a less-than-significant level.	Require as a condition of approval Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Planning Division	Incorporate as condition of project approval	Deny project	
		Building Division	Building Division verifies appropriate approvals obtained prior to issuance of building permit	Deny issuance of building permit	

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration
Attachment 1. A-1

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure

Implementation Procedure

Monitoring Responsibility

Monitoring / Reporting Action & Schedule

Non-Compliance Sanction/Activity

Monitoring Compliance Record (Name/Date)

The contractor shall implement the following best management practices that are required of all projects:

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</p> <p>8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</p>					
<p>III(b). Mitigation Measure AQ-1a: All diesel-powered off-road equipment, larger than 25 horsepower, operating on the site for more than two days continuously shall, at a minimum, meet U.S. EPA particulate matter emissions standards for Tier 2 engines with CARB-certified Level 3 Diesel Particulate Filters or equivalent.</p> <ul style="list-style-type: none"> • The use of equipment meeting U.S. EPA Tier 4 standards for particulate matter would also meet this requirement. • Use of equipment that includes alternatively fueled equipment (i.e., non-diesel) would meet this requirement. • Other measures may be the use of added exhaust devices, or a combination of measures, provided that these measures are approved by the City and 	<p>Require as a condition of approval</p> <p>Project sponsor provides equipment list prior to issuance of building permits</p>	<p>Planning Division</p> <p>Public Works Division / Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Building Division verifies appropriate approvals obtained prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
demonstrated to reduce community risk impacts to less-than-significant.					
III(c) Mitigation Measure AQ-2: Include high-efficiency particulate filtration systems in residential ventilation systems.	Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project	
The significant exposure for new project receptors is judged by two effects: (1) increased cancer risk, and (2) annual PM2.5 concentration. Exposure to cancer risk from U.S. Highway 101 are significant. Cancer risk is based on exposure to exhaust emissions while annual PM2.5 concentrations are based on the exposure to PM2.5 resulting from emissions attributable to truck and auto exhaust, the wearing of brakes and tires and re-entrainment of roadway dust from vehicles traveling over pavement. PM2.5 exposure drives the mitigation plan. Reducing PM2.5 exposures to less than significant would also reduce cancer risk to less than significant levels. The project shall include the following measures to minimize long-term annual PM2.5 exposure for new project occupants:	Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Building Division	Building Division verifies appropriate approvals obtained prior to issuance of building permit	Deny issuance of building permit	
1. Install air filtration in residential dwellings. Air filtration devices shall be rated MERV 13 or higher. To ensure adequate health protection to sensitive receptors (i.e., residents), this ventilation system, whether mechanical or passive, all fresh air					

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>circulated into the dwelling units shall be filtered, as described above.</p> <ol style="list-style-type: none"> As part of implementing this measure, an ongoing maintenance plan for the buildings' heating, ventilation, and air conditioning (HV AC) air filtration system shall be required. Ensure that the use agreement and other property documents: (1) require cleaning, maintenance, and monitoring of the affected buildings for air flow leaks, (2) include assurance that new owners or tenants are provided information on the ventilation system, and (3) include provisions that fees associated with owning or leasing a unit(s) in the building include funds for cleaning, maintenance, monitoring, and replacements of the filters, as needed. 					

IV. BIOLOGICAL RESOURCES

<p>IV(a). Mitigation Measure BIO-1: Pre-construction nesting bird and bat surveys</p>	<p>Require as a condition of approval.</p>	<p>Planning Division</p>	<p>Incorporate as condition of project approval. Project applicant conducts pre-construction survey before permit issuance.</p>	<p>Deny project</p>	
<p>The nesting season is defined here as being from February 1 to August 31 and therefore work should commence between September 1 and January 31.</p> <ul style="list-style-type: none"> If this is not possible, and project activities are initiated during the nesting season, then a nesting 	<p>Project sponsor designates qualified professional prior to start of construction and obtains approvals from appropriate agencies</p>	<p>Planning / Building Division</p>	<p>Planning / Building Division verifies</p>	<p>Deny issuance of building permit</p>	
					<p>File #: <u>ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/</u> Title: <u>Resolution Recommending Adoption of Mitigated Negative Declaration Attachment I, A-5</u></p>

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>bird survey shall be conducted by a qualified wildlife biologist no more than 14 days prior to the start of project activities.</p> <ul style="list-style-type: none"> • If nests are identified, a no-disturbance buffer should be implemented to avoid impacts to nesting birds and should remain in place until all young are fledged or the nest otherwise becomes inactive. • Buffers typically range from 25 feet to 500 feet depending on the species. • If work is to be initiated within the bat breeding/winter roosting season, an assessment of existing buildings should be performed prior to construction activities to determine if a roost is present. • If a roost is observed, construction activities should be postponed until a qualified biologist determines the bats are excluded from the roost location. 	<p>prior to issuance of building permits</p>		<p>survey conducted prior to issuance of building permit.</p>		

V. CULTURAL RESOURCES

<p>V(b). Mitigation Measure CULT-1: Protect Archaeological Resources Identified during Construction: The project sponsor shall ensure that construction crews stop all work within 100 feet of the discovery until a qualified archaeologist can assess the</p>	<p>Require as a condition of approval</p>	<p>Planning Division</p>	<p>Incorporate as condition of project approval</p>	<p>Deny project</p>
	<p>Project sponsor designates qualified professional pursuant to</p>	<p>Planning /Building</p>	<p>Project sponsor to halt work</p>	<p>Deny issuance of building</p>
<p>File #: <u>ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/</u> Title: <u>Resolution Recommending Adoption of Mitigated Negative Declaration Attachment I, A-6</u></p>				

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>previously unrecorded discovery and provide recommendations. Resources could include subsurface historic features such as artifact-filled privies, wells, and refuse pits, and artifact deposits, along with concentrations of adobe, stone, or concrete walls or foundations, and concentrations of ceramic, glass, or metal materials. Native American archaeological materials could include obsidian and chert flaked stone tools (such as projectile and dart points), midden (culturally derived darkened soil containing heat-affected rock, artifacts, animal bones, and/or shellfish remains), and/or groundstone implements (such as mortars and pestles).</p>	<p>NAHC requirements and obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Division</p>	<p>immediately upon discovery of unknown resources</p> <p>Planning / Building Division verifies appropriate professionals/approvals obtained prior to issuance of building permit</p>	<p>permit</p>	
<p>V(c). Mitigation Measure CULT-2: Protect Human Remains Identified During Construction: The Project proponent shall treat any human remains and associated or unassociated funerary objects discovered during soil-disturbing activities according to applicable State laws. Such treatment includes work stoppage and immediate notification of the Marin County Coroner and qualified archaeologist, and in the event that the Coroner's determination that the human remains are Native American, notification of NAHC according to the requirements in PRC Section 5097.98. NAHC would appoint a Most Likely Descendant ("MLD"). A qualified archaeologist, Project proponent, County of Marin, and MLD shall make all</p>	<p>Require as a condition of approval</p> <p>Project sponsor designates qualified professional pursuant to NAHC requirements and obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Planning Division</p> <p>Planning /Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Project sponsor to halt work immediately upon discovery of unknown resources</p> <p>Planning / Building Division verifies appropriate professionals/approvals obtained prior</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of any human remains and associated or unassociated funerary objects (CEQA Guidelines Section 15064.5[d]). The agreement would take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, and final disposition of the human remains and associated or unassociated funerary objects. The PRC allows 48 hours to reach agreement on these matters.</p>			<p>to issuance of building permit</p>		

VII. GEOLOGY AND SOILS

<p>VII(a)(ii). Mitigation Measure GEO -1: Prior to a grading or building permit submittal, the project sponsor shall prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer. Minimum mitigation includes design of new structures in accordance with the provisions of the current California Building Code or subsequent codes in effect when final design occurs. Recommended seismic design coefficients and spectral accelerations shall be consistent with the findings presented in Section 4 of the May 8, 2018 ENGEO report.</p>	<p>Require as a condition of approval</p> <p>Project sponsor prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer</p>	<p>Planning Division</p> <p>Public Works Division</p>	<p>Incorporate as condition of project approval</p> <p>Public Works / Building Division verifies appropriate design-level report prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	
<p>VII(a)(iii). Mitigation Measure GEO-2: Prior to a grading or building permit submittal, the project</p>	<p>Require as a condition of approval</p>	<p>Planning Division</p>	<p>Incorporate as condition of project approval</p>	<p>Deny project</p>	
<p>File #: <u>ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/</u> Title: <u>Resolution Recommending Adoption of Mitigated Negative Declaration Attachment I, A-8</u></p>					

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>sponsor shall prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer for review and approval. In order to reduce the effects of the potentially expansive soils and/or liquefaction settlement, foundations should be designed to withstand minimum differential movements. Foundation design recommendations are presented in Section 4 of the May 8, 2018 ENGEO report.</p>	<p>Project sponsor prepare a design-level geotechnical investigation prepared by a qualified and licensed geotechnical engineer and submit the report to the City Engineer</p>	<p>Public Works Division</p>	<p>Public Woks / Building Division verifies appropriate design-level report prior to issuance of building permit</p>	<p>Deny issuance of building permit</p>	
<p>VII(b). Mitigation Measure GEO-3: Prior to a grading or building permit submittal, the project sponsor shall prepare a site drainage system prepared by a qualified and licensed civil engineer and submit the report to the City Engineer. The site drainage system will demonstrate the ability to collect surface water and discharge into an established storm drainage system. The project Civil Engineer of Architect is responsible for designing the site drainage system and, an erosion control plan shall be developed prior to construction per the current guidelines of the City of San Rafael Public Works Department (DPW) Grading and Construction Erosion and Sediment Control Plan Permit Application Package and the Regional Water Quality Control Board standards.</p>	<p>Require as a condition of approval</p> <p>Project sponsor prepare a design-level drainage system design prepared by a qualified and licensed civil engineer and submit the report to the City Engineer</p>	<p>Planning Division</p> <p>Public Works Division</p>	<p>Incorporate as condition of project approval</p> <p>Public Works / Building Division verifies appropriate design-level report prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	
<p>VII(c). Implementation of GEO-1 & GEO-2</p>	<p>See MM GEO-1 and</p>				

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration Attachment 1. A-9

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>VII(d). Mitigation Measure GEO-4: Soils shall be moisture conditioned to above the optimum moisture content during site grading and maintained at this moisture content until imported aggregate base and/or surface flatwork is completed.</p>	<p>GEO-2 above</p> <p>Require as a condition of approval</p> <p>Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Planning Division</p> <p>Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Public Works / Building Division verifies appropriate approvals obtained prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	
<p>VII(f). Mitigation Measure GEO-5: Should paleontological resources be encountered during project subsurface construction activities located in previously undisturbed soil and bedrock, all ground-disturbing activities within 25 feet shall be halted and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. For purposes of this mitigation, a “qualified paleontologist” shall be an individual with the following qualifications: 1) a graduate degree in paleontology or geology and/or a person with a demonstrated publication record in peer-reviewed paleontological journals; 2) at least two years of professional experience related to paleontology; 3) proficiency in recognizing fossils in the field and determining their significance; 4) expertise in local geology, stratigraphy,</p>	<p>Require as a condition of approval</p> <p>Project sponsor shall designate qualified paleontologist, consult with agencies as appropriate prior to issuance of building permits</p>	<p>Planning Division</p> <p>Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Should paleontological resources be encountered during project subsurface construction activities located in previously undisturbed soil and bedrock, all ground-disturbing activities within 25 feet shall be halted. Planning / Building Division contacted and appropriate agencies</p>	<p>Deny project</p> <p>Halt building permit</p>	

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
Title: Resolution Recommending Adoption of Mitigated Negative Declaration Attachment 1. A-10

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>and biostratigraphy; and 5) experience collecting vertebrate fossils in the field.</p> <p>If the paleontological resources are found to be significant and project activities cannot avoid them, measures shall be implemented to ensure that the project does not cause a substantial adverse change in the significance of the paleontological resource. Measures may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Upon completion of the assessment, a report documenting methods, findings, and recommendations shall be prepared and submitted to the City for review. If paleontological materials are recovered, this report also shall be submitted to a paleontological repository such as the University of California Museum of Paleontology, along with significant paleontological materials. Public educational outreach may also be appropriate.</p> <p>The project applicants shall inform its contractor(s) of the sensitivity of the project site for paleontological resources and shall verify that the following directive has been included in the appropriate contract specification documents:</p> <p>“The subsurface of the construction site may</p>			<p>alerted to discoveries</p>		

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>contain fossils. If fossils are encountered during project subsurface construction, all ground-disturbing activities within 25 feet shall be halted and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Fossils can include plants and animals, and such trace fossil evidence of past life as tracks or plant imprints. Marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Vertebrate land mammals may include bones of mammoth, camel, saber tooth cat, horse, and bison. Contractor acknowledges and understands that excavation or removal of paleontological material is prohibited by law and constitutes a misdemeanor under California Public Resources Code, Section 5097.5."</p>					

IX. HAZARDS AND HAZARDOUS MATERIALS

<p>IX(a). Mitigation Measure HAZ-1: Prior to submittal for a demolition permit, the project sponsor shall use a qualified and licensed professional to prepare a hazardous building materials survey for all structures</p>	<p>Require as a condition of approval</p>	<p>Planning Division</p>	<p>Incorporate as condition of project approval</p>	<p>Deny project</p>
	<p>Project sponsor obtains</p>	<p>Building</p>	<p>Building Division</p>	<p>Deny issuance</p>
<p>File #: <u>ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/</u> Title: <u>Resolution Recommending Adoption of Mitigated Negative Declaration Attachment 1. A-12</u></p>				

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>proposed for demolition or renovation as part of the project. All lead-based paint and asbestos-containing materials (ACM) shall be abated by a certified contractor in accordance with local, state, and federal requirements. All hazardous materials shall be removed from buildings prior to demolition in accordance with California Division of Occupational Safety and Health (DOSH) and California Department of Toxic Substances Control (DTSC) regulations. A completion of abatement activities report shall be prepared by a qualified professional and submitted to the City prior to permit approval.</p>	<p>approvals from appropriate agencies prior to issuance of building permits</p>	<p>Division</p>	<p>verifies appropriate approvals obtained prior to issuance of building permit</p>	<p>of building permit</p>	<p>)</p>
<p>IX(b). Mitigation Measure HAZ-2: Prior to submittal for a demolition permit, the project sponsor shall use a qualified and licensed professional to prepare a Soil Management Plan to develop protocols and procedures for handling potentially impacted soils or underground structure/equipment that may be encountered during grading operations and other construction activities as part of the project. If impacted soils or underground structure/equipment are encountered during construction activities, all construction shall stop, and a qualified and licensed professional shall be contacted to conduct a site visit to make observations and prepare recommendations for proper handling of soils and/or structures/equipment</p>	<p>Require as a condition of approval</p> <p>Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Planning Division</p>	<p>Incorporate as condition of project approval</p>	<p>Deny project</p>	<p>Deny issuance of building permit</p>

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
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X. HYDROLOGY AND WATER QUALITY

X(a). Mitigation Measure HYDRO-1: Prior to issuing a grading or building permit, the project applicant shall prepare a Stormwater Pollution Prevention Plan (SWPPP) and/or Erosion and Sediment Control Plan (ESCP) in accordance with the requirements of the statewide Construction General Permit and the City of San Rafael Department of Public Works. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD). The SWPPP shall include the minimum Best Management Practices (BMPs) required for the identified risk level. The SWPPP shall be designed to address the following objectives:

- 1) All pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity are controlled;
- 2) Where not otherwise required to be under a Regional Water Quality Control Board permit, all non-stormwater discharges are identified and either eliminated, controlled, or treated;
- 3) Site BMPs are effective and result in the reduction or elimination of pollutants in stormwater discharges and authorized non-stormwater discharges from construction activity. The erosion

Require as a condition of approval

Planning Division

Incorporate as condition of project approval

Deny project

Project sponsor submits SWPPP/ESCP to San Rafael Department of Public Works prior to issuance of building permits

Public Works Division

Public Works Division verifies appropriate approvals obtained prior to issuance of building permit

Deny issuance of building permit

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>and sediment control plan shall include the rationale used for selecting BMPs including supporting soil loss calculations, as necessary;</p> <p>4) Stabilization BMPs installed to reduce or eliminate pollutants after construction are completed.</p> <p>5) BMP implementation shall be consistent with the BMP requirements in the most recent version of the California Stormwater Quality Association Stormwater Best Management Handbook-Construction or the Caltrans Stormwater Quality Handbook Construction Site BMPs Manual.</p>	<p>Require as a condition of approval</p> <p>Project sponsor submits Phase II Small MS4 Permit to San Rafael Department of Public Works prior to issuance of certificate of occupancy</p>	<p>Planning Division</p> <p>Public Works Division</p>	<p>Incorporate as condition of project approval</p> <p>Public Works verifies appropriate approvals obtained prior to issuance of certificate of occupancy</p>	<p>Deny project</p> <p>Deny issuance of certificate of occupancy</p>	
<p>X(a). Mitigation Measure HYDRO-2: Prior to a certificate of occupancy, the Project applicant shall verify that operational stormwater quality control measures that comply with the requirements of the current Phase II Small MS4 Permit have been implemented. Responsibilities include, but are not limited to:</p> <p>1) Designing BMPs into Project features and operations to reduce potential impacts to surface water quality and to manage changes in the timing and quantity of runoff associated with operation of the project. These features shall be included in the design-level drainage plan and final development drawings.</p>					

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
2) The proposed project shall incorporate site design measures and Low Impact Development design standards, including minimizing disturbed areas and impervious surfaces, infiltration, harvesting, evapotranspiration, and/or bio-treatment of stormwater runoff.					
3) The Project applicant shall establish an Operation and Maintenance Plan. This plan shall specify a regular inspection schedule of stormwater treatment facilities in accordance with the requirements of the Phase II Small MS4 Permit.					
4) Funding for long-term maintenance of all BMPs shall be specified.					

XIII. NOISE

XIII(a). Mitigation Measure NOISE-1: Implementation of the following measures would reduce construction noise levels emanating from the site, limit construction hours, and minimize disruption and annoyance. a. Construction activities shall be limited to the hours specified in the City of San Rafael's Municipal Code (7 am to 6 pm on weekdays and 9 am to 6 pm on Saturdays). No construction activities are permitted on Sundays and holidays. b. Limit use of the concrete saw to a distance of 50 feet or greater from residences, where feasible.	Require as a condition of approval	Planning Division	Incorporate as condition of project approval	Deny project
	Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits	Building Division	Building Division verifies appropriate approvals obtained prior to issuance of building permit.	Deny issuance of building permit

File #: ZC19-002/ED18-100/TS18-006/EX19-012/UP18-039/
 Title: Resolution Recommending Adoption of Mitigated Negative Declaration Attachment I. A-16

**MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road**

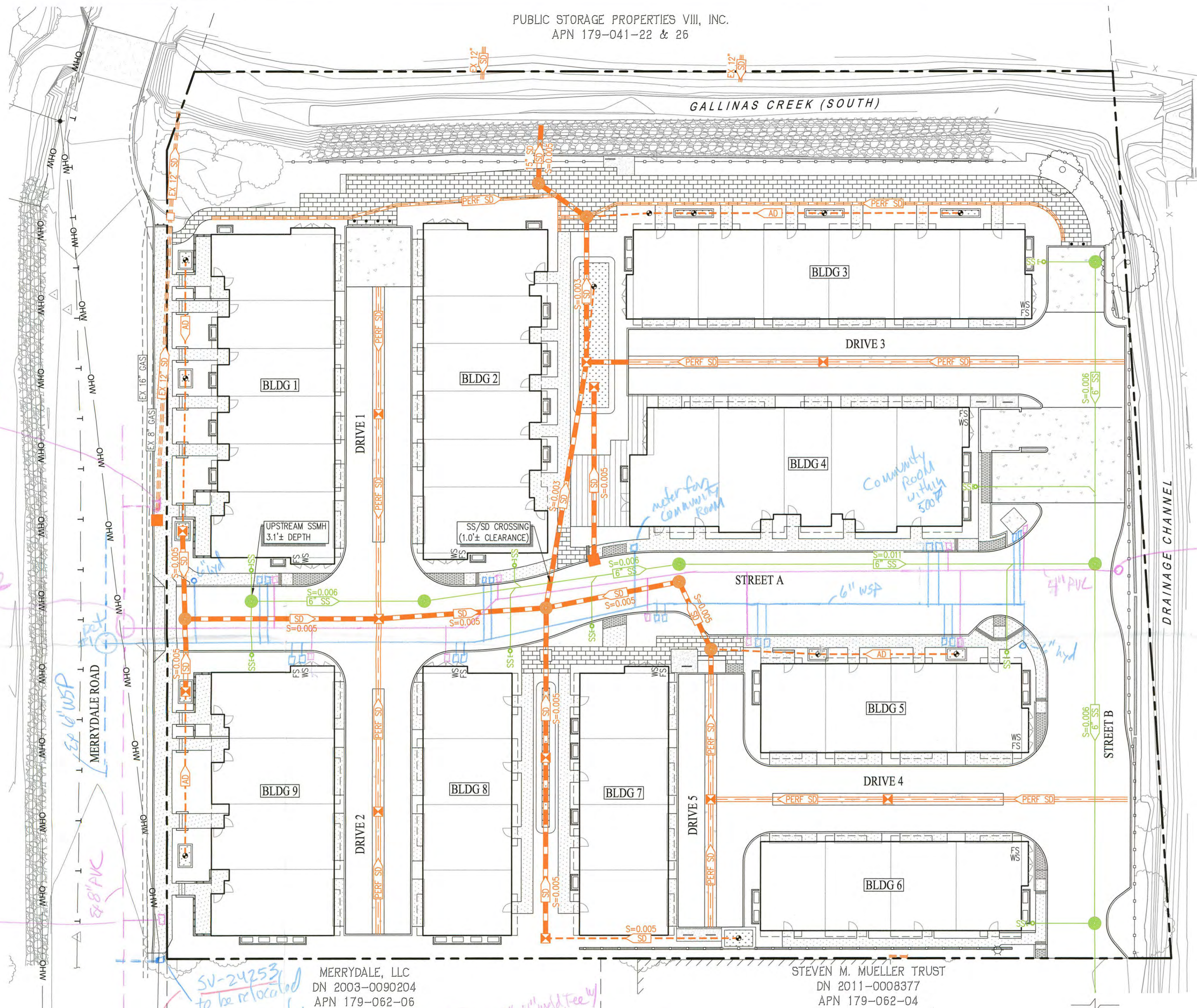
Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>Construct temporary noise barriers to screen stationary noise-generating equipment, such as the concrete saw, when located near adjoining sensitive land uses. Temporary noise barriers could reduce construction noise levels by 5 dBA.</p> <p>c. Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.</p> <p>d. Unnecessary idling or internal combustion engines should be strictly prohibited.</p> <p>e. Locate stationary noise-generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors.</p> <p>f. Utilize "quiet" air compressors and other stationary noise sources where technology exists.</p> <p>g. Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.</p> <p>h. Notify all adjacent business, residences, and other noise-sensitive land uses of the construction schedule, in writing, and provide a written schedule of "noisy" construction activities to the adjacent land uses and nearby residences.</p> <p>i. Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance</p>					

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include in it the notice sent to neighbors regarding the construction schedule.</p>					
XVII. TRANSPORTATION					
<p>XVII(a). Mitigation Measure TRANS-1: The project sponsor shall construct a pedestrian sidewalk, subject to the availability of right-of-way and the feasibility of the drainage design, on the west side of Redwood Road directly adjacent to the project driveway connecting to the existing sidewalk.</p>	<p>Require as a condition of approval</p>	<p>Planning Division</p>	<p>Incorporate as condition of project approval</p>	<p>Deny project</p>	
	<p>Project sponsor obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Public Works Division</p>	<p>Public Works Division verifies appropriate approvals obtained prior to issuance of building permit.</p>	<p>Deny issuance of building permit</p>	
XVIII. TRIBAL CULTURAL RESOURCES					

MITIGATION MONITORING AND REPORTING PROGRAM
350 Merrydale Road

Mitigation Measure	Implementation Procedure	Monitoring Responsibility	Monitoring / Reporting Action & Schedule	Non-Compliance Sanction/Activity	Monitoring Compliance Record (Name/Date)
<p>XVIII(a). Mitigation Measure TRIBAL-1: Implementation of the unanticipated discovery measures outlined in Section V(b) and (d) above, address the potential discovery of previously unknown resources within the project area. If significant tribal cultural resources are identified onsite, all work would stop immediately within 50 feet of the resource(s) and the project applicant would comply with all relevant State and City policies and procedures prescribed under PRC Section 21074.</p>	<p>Require as a condition of approval</p> <p>Project sponsor designates qualified professional pursuant to NAHC requirements and obtains approvals from appropriate agencies prior to issuance of building permits</p>	<p>Planning Division</p> <p>Planning /Building Division</p>	<p>Incorporate as condition of project approval</p> <p>Project sponsor to halt work immediately upon discovery of unknown resources</p> <p>Planning / Building Division verifies appropriate professionals/approvals obtained prior to issuance of building permit</p>	<p>Deny project</p> <p>Deny issuance of building permit</p>	



NOTE:
PROPOSED WATER MAIN FACILITIES (MANS, LATERALS, SERVICES, FIRE HYDRANTS, ETC.) ARE NOT SHOWN AND ARE SUBJECT TO MARIN MUNICIPAL WATER DISTRICT (MMWD) DESIGN

EXISTING	PROPOSED	
[Symbol]	[Symbol]	PROJECT BOUNDARY
[Symbol]	[Symbol]	CURB, GUTTER & SIDEWALK
[Symbol]	[Symbol]	STORM DRAIN PIPE
[Symbol]	[Symbol]	SANITARY SEWER PIPE
[Symbol]	[Symbol]	STORM DRAIN MANHOLE
[Symbol]	[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	[Symbol]	SANITARY SEWER CLEANOUT
[Symbol]	[Symbol]	CATCH BASIN/FIELD INLET
[Symbol]	[Symbol]	FIRE SERVICE
[Symbol]	[Symbol]	WATER SERVICE
[Symbol]	[Symbol]	SANITARY SEWER

SV-55887-1" to be relocated Kill old tap

Ref 2

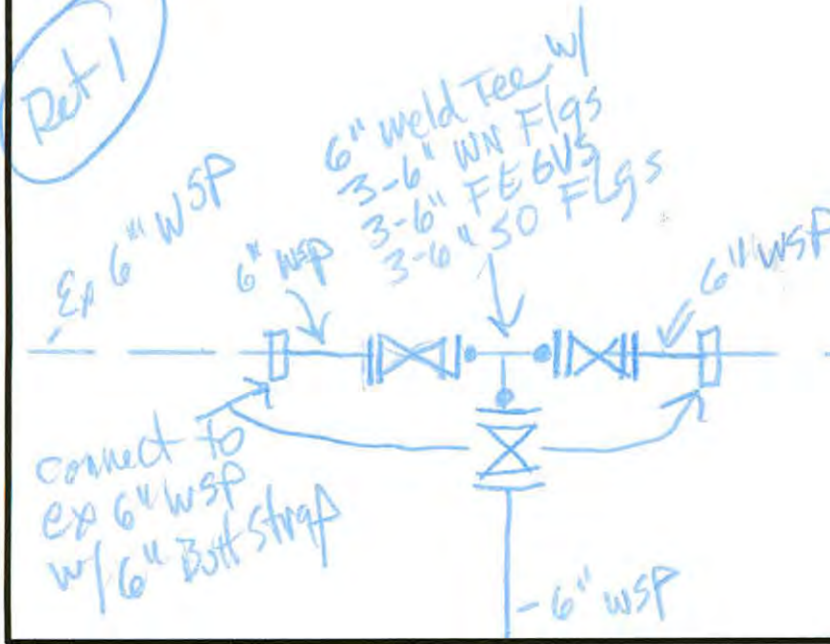
new location SV-55887-1"

SV-24253 to be relocated as Community Room meter, verified w/ field & installed by B. Hawlett tap to be killed at main

Rec'd plan to be 4" inch Per planning

8" x 4" w/d Tee w/ 2-8" w/d FLG 2-8" FE6V 2-8" w/d MJ sleeve w/trans skt 2-8" SO FLG

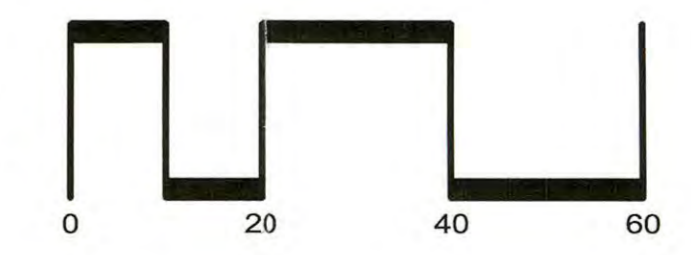
4" FE6V 4" w/d sleeve w/trans skt 4" S.O. FLG 4" PVC recycled



(FOR MMWD REFERENCE)
PROPOSED UTILITY EXHIBIT

350 MERRYDALE ROAD

CITY OF SAN RAFAEL MARIN COUNTY CALIFORNIA
SCALE: 1" = 20' DATE: MAY 24, 2021



SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS SURVEYORS PLANNERS



Vicinity Map - 350 Merrydale Rd - SR

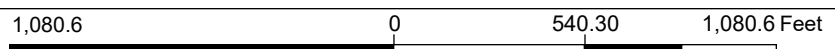
Item Number: 04
Attachment: 07



Legend

- Parcel Note
 - easement
 - centerline
- Parcel
- Condominium Common Area
- Mobile Home Pad
- Community
- Marin County Legal Boundary
- Other Bay Area County

1: 6,484



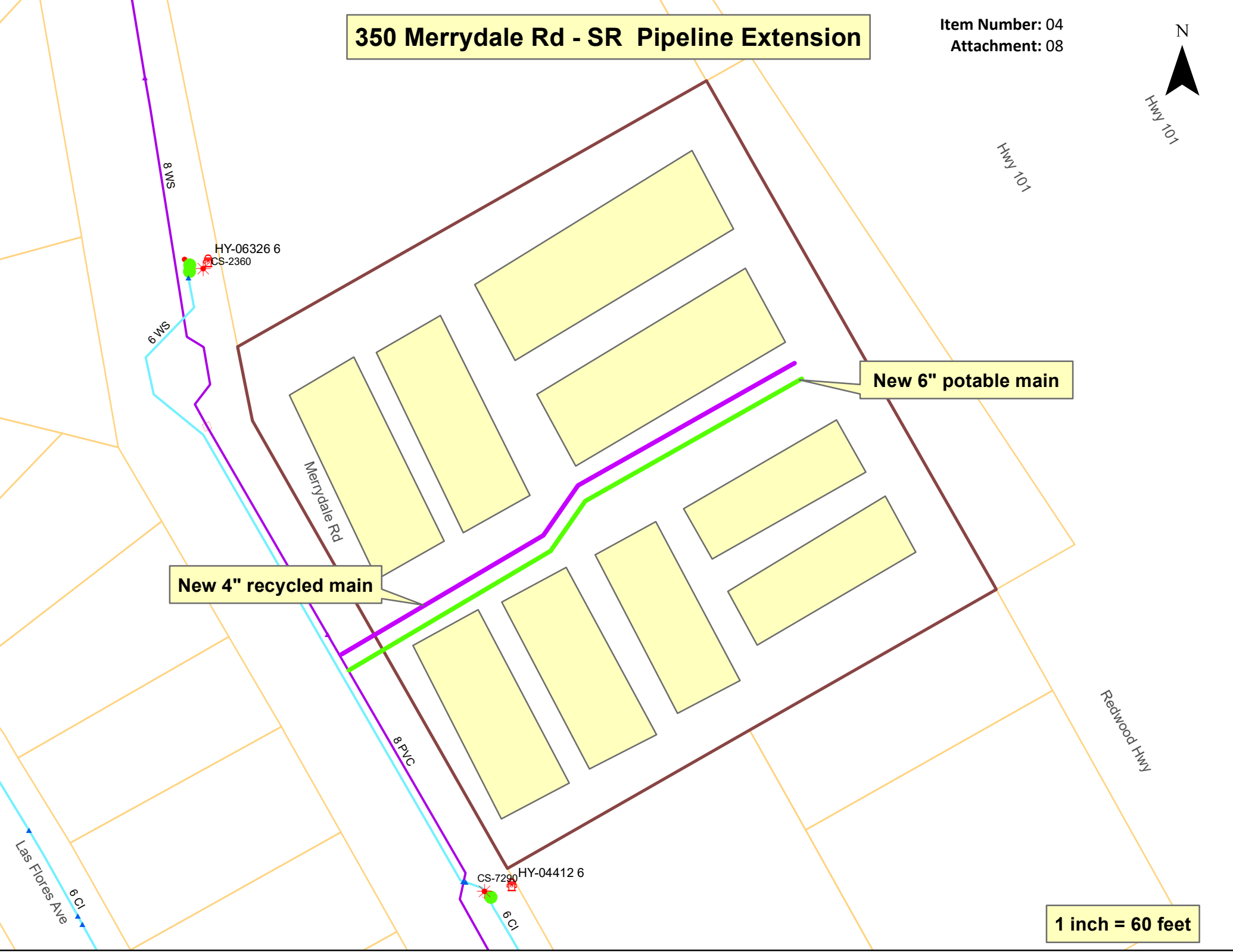
NAD_1983_HARN_StatePlane_California_III_FIPS_0403_Feet
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

350 Merrydale Rd - SR Pipeline Extension

Item Number: 04
Attachment: 08



New 4" recycled main

New 6" potable main

1 inch = 60 feet

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT
CERTIFYING REVIEW OF THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND THE
MITIGATION AND MONITORING PROGRAM FOR THE 350 MERRYDALE ROAD RESIDENTIAL
TOWNHOME DEVELOPMENT PROJECT AND APPROVING A PIPELINE EXTENSION AGREEMENT
WITH RIDGEWOOD PROPERTIES**

WHEREAS, the Marin Municipal Water District received an application for water service and fire protection for 350 Merrydale Road Residential Townhome Development Project, located within the City of San Rafael, which would require a pipeline extension and accompanying agreement (Pipeline Extension Agreement or PEA) between the District and Ridgewood Properties; and

WHEREAS, the City of San Rafael certified an Initial Study/Mitigated Negative Declaration (IS/MND) for the 350 Merrydale Road Residential Townhome Development Project (Project) pursuant to the California Environmental Quality Act (CEQA) and approved the Project on February 3, 2020, as set forth in City of San Rafael Resolution No. 14762 and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the project; and

WHEREAS, a Notice of Determination was filed for the Project on February 19, 2020; and

WHEREAS, District staff and its environmental consultant have reviewed the IS/MND for the Project, as well as the MMRP adopted for the Project, and have prepared an analysis, which determined that the proposed pipeline extension and PEA are consistent with the IS/MND and if approved by the Board would not result in any environmental impacts that would not be mitigated to less than significant with the implementation of the MMRP and Project conditions.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board, acting as a Responsible Agency as defined by the California Environmental Quality Act and Guidelines, hereby certifies its review of IS/MND for the 350 Merrydale Road Residential Townhome Development Project (Project) pursuant to the California Environmental Quality Act.
2. The Board finds that the IS/MND is adequate for its purposes related to consideration of the Pipeline Extension Agreement for the 350 Merrydale townhome development site, which is a component of the Project.

3. The MMRP adopted for the Project and the conditions of approval assigned to the project by the City of San Rafael have no adverse impact on water service for the project as designed by District staff.

4. The Board finds, in its independent judgment that with the adopted Project conditions and the mitigation measures and set forth in the MMRP adopted by City of San Rafael, any potential environmental impacts have been reduced to less than significant.

5. The Board hereby further approves the proposed Merrydale Pipeline Extension and a Pipeline Extension Agreement in substantially the form attached to the staff report for this item.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry L. Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



Approval Item

TITLE

Portable Toilet Services Contract No. 5652 Amendment No. 3

RECOMMENDATION

Authorize the General Manager to execute the Third Amendment to Contract No. 5652 to extend the contract for one additional year and increase the total contract amount for Portable Toilet rentals and servicing.

SUMMARY

On November 27, 2018, the District and the Contractor entered into a Professional Services Agreement MA. 5652 for Portable Toilet Services for a period of two years. On October 31, 2020, the initial two-year Contract term expired and the District executed Amendment No. 1 to extend services for one additional year until October 31, 2021. On December 15, 2021, the District executed Amendment No. 2 to the Contract to increase the not to exceed budget from \$29,751 to \$150,370. The budget increase was necessary to support additional sanitation facilities on the watershed due to increases in visitation resulting from the COVID 19 pandemic and overuse of facilities.

Amendment No. 3 will extend services for one additional year and increase the contract budget by \$87,360 to cover rental and servicing costs. The initial contract was for 17 portable toilets with servicing frequencies set at one or two days a week, in response to the COVID 19 pandemic the District increased servicing to two times per week. Staff is recommending that the Board of Directors approve and authorize the General Manager to sign Amendment No. 3 to MA 5652 to maintain the increased servicing frequency, extend the contract for one additional year and increase the contract budget.

DISCUSSION

Marin Water's watershed lands are part of a larger complex of publicly-owned lands on Mt. Tamalpais that, taken together, support rich, natural ecosystems. Since before the turn of the last century, Mt. Tamalpais has been a magnet for recreationists. Regular visits by these different user groups to the district's Mt. Tamalpais watershed lands is estimated at more than 1.8 million visitors annually (Alta Planning, 2013)¹. In part due to the COVID 19 pandemic and the Shelter In Place Order issued by Marin County, the Watershed and other open space lands throughout Marin County have seen a higher than normal level of use since March of 2020. With this increase, the district has been faced with some new and unique challenges. Increased visitation resulted in increased use of watershed restroom facilities, which resulted in Marin Water increasing the level of servicing to all portable restrooms and installing hand sanitizer in July of 2020. Due to ongoing over use of these facilities, Marin Water began adding additional portable toilets in high user areas where the existing facilities were being over used.

On November 27, 2018, the District and the Contractor entered into a Professional Services Agreement MA. 5652 for Portable Toilet Services for a period of two years. The Professional Services Agreement contains an option for Marin Water to extend the term of the contract for one year. On October 31, 2020, the initial two-year Contract term expired and the District executed Amendment No. 1 to extend services for one additional year until October 31, 2021. As a result of the COVID 19 pandemic, the watershed has experienced a higher than normal level of use. This higher than average level of use resulted in Marin Water needing to increase the level of servicing of all portable toilets and the total number of portable toilets on the watershed. Amendment No. 2 increased the not to exceed contract amount from \$29,751 to \$150,370 to cover the costs of increasing portable toilet facilities.

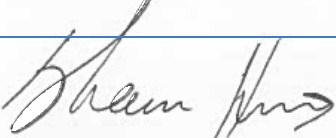

Staff is recommending that the Board of Directors approve and authorize the General Manager to sign Amendment No. 3 to MA 5652 to extend the contract end date by one year and increase the total contract amount by \$87,360 for a new not to exceed contract amount of \$237,730. The increased sanitization services are needed to help the community slow the spread of the COVID 19 pandemic and to keep visitor safe while on the watershed.

FISCAL IMPACT

Marin Water budgeted \$87,360 for Portable Toilet rentals and servicing in FY 2022.

ATTACHMENT(S)

- 1. Amendment No. 3 to MA 5652

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed	 Shaun Horne Watershed Resources Manager	 Ben Horenstein General Manager

**AMENDMENT NO. 3 PORTABLE TOILET SERVICE
CONTRACT BETWEEN MARIN MUNICIPAL WATER
DISTRICT and UNITED SITE SERVICES OF
CALIFORNIA INC.
(MA 5652)**

This Contract Amendment ("Amendment No. 3") is entered into by and between Marin Municipal Water District ("District") and United Site Services of California, INC. ("Contractor"). For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals:

- A. On November 27, 2018, the District and the Contractor entered into a Professional Services Agreement MA. 5652 for Portable Toilet Services for a period of two years.
- B. The Professional Services Agreement contains an option for the District to extend the term for one year. On October 31, 2020, the initial two-year Contract term expired and the District executed Amendment No. 1 to extend services for one additional year, under the same terms set forth in the original agreement, until October 31, 2021.
- C. On December 15, 2020 the District executed Amendment No. 2 to increase the budget from \$29,751.80 by an amount equal to \$120,619, to a total not to exceed amount of \$150,370. The increase was necessary to support additional sanitation facilities on the watershed due to increases in visitation resulting from the COVID 19 pandemic and overuse of facilities.
- D. At this time, the Parties desire to execute an amendment ("Amendment No. 3") to the Contract to extend services for one additional year until January 31, 2023, update the service rates, and increase the total contract amount by \$87,360. The service extension and increase is necessary to support additional sanitation facilities on the watershed due to an increases in visitation resulting from the COVID 19 pandemic.

Section 2. Terms:

- A. Amendment to Contract: This Amendment No. 3 modifies the Contract. Except for the modifications contained herein, all the terms of the Contract shall apply.

B. PART A-- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT:

- a. The scope of work as set forth in the Professional Services Agreement shall be augmented by those services identified in Attachment A to this Third Amendment, which is made part of this Third Amendment.

- b. The fee and fee payment for such work shall be amended as stipulated under the fee and rate schedule included in Attachment A to this Third Amendment. The compensation payable for these additional scope of services shall not exceed \$87,360. The total amount paid for all services under the Professional Services Agreement, including all amendments, shall not exceed the total cumulative amount of \$237,730.

6. PROSECUTION OF WORK:

Performance of the services hereunder shall be completed by January 31, 2023.

Executed by the parties as follows:

**United Site Services of
California, Inc.**

Dated: _____

By: _____

Adam W. Jacobs, Vice President

Marin Municipal Water District

Dated: _____

By: _____

Bennett Horenstein, General Manager

ATTACHMENTS: Attachment A to Amendment No. 3 – Rates and Budget

Amendment No. 3 MA 5652

Attachment A Portable Toilet Rental

The following items represent the physical locations of services and at which portable services are to be provided.

SERVICE PORTABLE TOILETS BUDGET

Site	Number	Servicing	Weeks	Weekly Service Rate	Service Total
Phoneix					
ADA	1	3	52	30	\$ 4,680
Standard	2	3	52	21	\$ 6,552
Lagunitas					
ADA	1	3	52	30	\$ 4,680
Standard	6	3	52	21	\$ 19,656
Rock Springs					
ADA	1	2	52	30	\$ 3,120
Standard	3	2	52	21	\$ 6,552
Bon Tempe					
Standard	2	3	52	21	\$ 6,552
Sky Oaks					
ADA	2	3	52	30	\$ 9,360
Five Corners					
Standard	1	2	52	21	\$ 2,184
Nicasio Lake					
Standard	2	2	52	21	\$ 4,368
Soulajule Res					
Standard	2	2	52	21	\$ 4,368
Keys Creek					
Standard	1	2	52	21	\$ 2,184
Cataract Trail					
Standard	1	3	52	21	\$ 3,276
Alpine Dam					
Standard	2	3	52	21	\$ 6,552
West Point Inn					
Standard	1	3	52	21	\$ 3,276
Total					\$ 87,360



Approval Item

TITLE

Continuation of Virtual Board and Committee Meetings Pursuant to Assembly Bill (AB) 361

RECOMMENDATION

Approve a Resolution continuing virtual Board and Committee meetings due to public health and safety concerns in accordance with AB 361

SUMMARY

On October 5, November 2, November 16, December 14, 2021 and January 4, 2022, the Board adopted resolutions allowing the continuation of Board and Committee meetings virtually pursuant to AB 361 due to health and safety concerns arising from possible transmission of the COVID-19 virus. AB 361 requires that the Board revisit this decision within each 30 days thereafter.

DISCUSSION

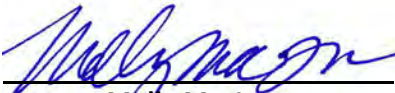

AB 361 authorizes local agencies to continue holding their public meetings virtually during a proclaimed state of emergency under section 8625 of the Government Code (i.e., the California Emergency Services Act), under certain health conditions. The law further requires that the Board reconsider the emergency circumstances and make findings regarding the continued need for virtual meetings each 30 days. If the Board feels it is appropriate to continue virtual public meetings, it must find by a majority vote that based on reconsideration of the circumstances of the state of emergency there is a continued impact to the members to safely meet in-person or that state or local health officials continue to impose recommended measures to promote social distancing.

The Board most recently considered this item at its January 4th Board meeting and opted to continue virtual meetings given the increase in positive cases in the Bay Area demonstrating that uncertainty that still exists around the trajectory of the COVID-19 Pandemic. Further, it was expressed by the Board in December, that erring on the side of caution in protecting public health was the preferred alternative. Given the continued presence of the Omicron variant in the Bay Area and the issuance of state indoor mask mandates through at least February 15th, staff recommends that the Board adopt a resolution continuing virtual meetings for Board and Committee meetings for the time being. The proposed resolution will require a majority vote of the Board for adoption. Staff will return to the Board at its March 1, 2022 meeting for further consideration of this item as required by AB 361.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENT(S)
1. Resolution

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Counsel's Office	 Molly MacLean General Counsel	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE MARIN MUNICIPAL WATER DISTRICT BOARD OF DIRECTORS TO
ALLOW VIRTUAL BOARD AND COMMITTEE MEETINGS PURSUANT TO AB 361**

WHEREAS, Assembly Bill (AB) 361 was adopted by the California State legislature as an urgency item and was signed into law on September 16, 2021, which allows the Board of Directors to consider whether to continue virtual meetings during a proclamation of emergency under section 8625 of the Government Code (i.e., the California Emergency Services Act); and

WHEREAS, The Governor's March 4, 2020 Proclamation of Emergency pursuant to the California Emergency Services Act, California Government Code Section 8625, addressing the COVID-19 pandemic is still in effect; and

WHEREAS, on September 22, 2021, the Marin County Director of Health & Human Services issued a letter to the President of the County Board of Supervisors recommending continued emphasis on social distancing, including teleconferencing meetings where feasible and maintaining social distancing for any in-person meetings, which guidance was reiterated as of December 14, 2021; and

WHEREAS, on December 1, 2021, the first case in the United States of the new Omicron variant of the COVID-19 virus was confirmed in San Francisco and many things currently remain unknown about this new variant, including the level of transmissibility and the efficacy of current vaccinations against it; and

WHEREAS, on December 15, 2021, the state of California enacted a state-wide mask mandate for all individuals regardless of vaccination status, which will remain in effect until at least February 15, 2022, and the County of Marin reissued its prior indoor mask mandate; and

WHEREAS, the recent number of positive cases of COVID-19 increased due to the more transmissible Omicron variant and recent holiday travel and gatherings; and

WHEREAS, the limited size of the District's boardroom may not be able to accommodate compliance with social distancing guidelines, and the Board has a strong interest in protecting the health and safety of District staff and members of the public.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board has reconsidered the circumstances of the COVID-19 state of emergency

since the Board Meeting of January 4, 2022.

2. There remains an ongoing proclaimed state of emergency relating to the novel coronavirus causing the disease known as COVID-19.

3. The state of emergency continues to directly impact the ability of the Board to meet safely in person in particular in its boardroom, which lacks the capacity to accommodate social distancing.

4. Local officials continue to recommend, pursuant to Government Code Section 54953(e)(1), measures to promote social distancing, and, a result of that emergency, meeting in person would present imminent risks to the health or safety of attendees at heavily-attended in-person meetings of this legislative body, unless special circumstances that will allow social distancing and mitigate possible transmission can be made.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



Item Number: 07
Meeting Date: 02-01-2022
Meeting: Board of Directors

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Operations Director

A handwritten signature in blue ink, appearing to be "PS", located to the right of the "FROM:" line.

THROUGH: Ben Horenstein, General Manager

A handwritten signature in blue ink, appearing to be "BH", located to the right of the "THROUGH:" line.

DIVISION NAME: Operations

ITEM: Water Supply Update

SUMMARY

Overall, reservoir storage is 96% of capacity and 116% of the average for this time of year. The early rains in October and December 2021 added over 50,000 Acre Feet (AF) to the reservoirs essentially providing the time needed to carefully consider the next steps to improve the District's water supply resiliency. With reservoirs nearly at capacity, the District is well positioned to provide water for both potable and environmental needs in the coming year. Storage level projections indicate that with no additional rainfall from this point forward, reservoir levels on December 1, 2022, will be between 50,000 AF and 60,000 AF. Staff will provide a brief presentation and discussion on water supply.

FISCAL IMPACT

None

ATTACHMENT(S)

None



Informational Item

TO: Board of Directors

FROM: Crystal Yezman, Director of Engineering

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Engineering

ITEM: Kastania Pump Station Rehabilitation Project Update

SUMMARY

Staff will provide an update on the Kastania Pump Station Rehabilitation Project.

DISCUSSION

In response to emergency drought conditions in Marin County, the Board directed staff to pursue the rehabilitation and recommissioning of the Kastania Pump Station in Petaluma California, in order to enable operational flexibility to meet the District's water supply needs when they cannot be met by gravity flow through the North Marin Aqueduct. In pursuit of this effort, the District worked collaboratively with the Sonoma County Water Agency and the North Marin Water District to enter into agreements for the transfer of the pump station property, the interconnection of water supply facilities, and the operation of the pump station. On November 2, 2021, the Board of Directors authorized the General Manager to execute the Transfer and Interconnection Agreements, and awarded a construction contract for the project.

Staff will provide an update to the Board regarding the status, along with a detailed presentation of the significant long-term water resiliency benefits of this project.

FISCAL IMPACT

None

ATTACHMENT(S)

Exhibit A – Overview Map



Exhibit A: Kastania Pump Station, 4100 Kastania Road, Petaluma



Approval Item

TITLE

Professional Services Agreement with Jacobs Engineering Group for Engineering Services in support of the Strategic Water Supply Assessment Project

RECOMMENDATION

Authorize the General Manager to execute a professional services agreement with Jacobs Engineering Group (Jacobs) for a total not to exceed fee of \$401,175, in support of the Strategic Water Supply Assessment Project

SUMMARY

In September 2021, the District faced historically low reservoir levels as result of a severe two-year drought. In response to this drought, the District pursued construction of the Emergency Intertie Project under a CEQA Statutory Emergency Exemption. Water storage levels have greatly improved since then, allowing the District to perform a comparative analysis on water supply resiliency solutions.

The District is committed to improving our water supply resiliency, which will help address the increasing impacts of climate change. This Strategic Water Supply Assessment will build upon extensive previous planning efforts, to evaluate supplemental water supply options that will address the impacts from hydrologic extremes such as droughts with the result of this effort being a Roadmap for implementation. The draft agreement and scope are provided in Attachment 1.

DISCUSSION

On April 20, 2021, the District's Board of Directors (Board) adopted Resolution 8630 declaring a water shortage emergency and adopted Ordinance No. 449 setting forth a comprehensive list of mandatory water conservation measures and water use restrictions. Subsequently, an emergency was declared at the County level; and, on July 8, 2021, Governor Newsom declared a drought emergency for Marin County. As of September 24, 2021, District reservoir storage volumes had fallen to historically low levels after two successive dry winters with below average rainfall.

Water storage levels have greatly improved since then, due to record rainfall in October 2021, and additional precipitation that occurred in December 2021. Given that the District is committed to improving our water supply resiliency to help address the impacts of climate change, the Board directed staff to pursue a Strategic Water Supply Assessment, to robustly and comprehensively evaluate long-term solutions to the District's water supply resiliency needs.

This Strategic Water Supply Assessment will be additive to past planning efforts and is designed to fill in the gaps on new water supply alternatives such the new concept of building new infrastructure to take advantage of Winter Water supply from Sonoma County Water Agency following intermittent rain events. A comparative analysis will be performed for projected future drought scenarios given possible water supply options, and recommendations will be provided that outline a strategic water supply roadmap. Deliverables for this project include technical memorandums (TMs), and a Water Supply Assessment Report.

Specifically, this project seeks to address the following questions:

- What is the current risk to District’s water delivery reliability under recent and projected future droughts?
- How much additional water supply is needed under different future hydrologic drought and demand scenarios?
- What are the range of water supply alternatives that could increase resiliency of District’s water system, and what are their strengths and weaknesses?
- What is the road map to support the District’s near-term and long-term investments to enhance drought resiliency due to the rapid changes from climate change?

This project will also allow the Board, District customers, partner agencies and other stakeholders to engage in a more robust review of water supply options. Progress updates will be provided at Board Meetings and Water Resiliency Committee Meetings. Additionally, the District will hold public workshops to share information and receive feedback.

The Project is anticipated to take approximately 5 months to complete. Estimated project milestones are shown below. While the Final Water Supply Assessment Report is anticipated June 28, 2022, there may be additional work performed beyond this milestone.

Estimated Project Implementation Schedule:

Board Approval for Professional Agreement:	February 1, 2022
Water Supply Strategy and Goals TM 1:	February 15, 2022
Review Existing Studies and Reports TM 2:	February 22, 2022
Develop Water Supply and Demand Drought Scenarios TM 3:	March 22, 2022
Conduct Assessment of Water Supply Alternatives TM 4:	May 17, 2022
Perform Evaluation of Water Supply Alternatives TM 5:	June 14, 2022
Draft Water Supply Assessment Report:	June 21, 2022
Final Water Supply Assessment Report:	June 28, 2022

Upon completion of this Project, the District will have a roadmap of project or projects to move forward for implementation.

FISCAL IMPACT

As shown in Table 1, the total not to exceed cost for the Strategic Water Supply Assessment Project with Jacobs is \$401,175. This agreement is unbudgeted and it is anticipated that funding for this work will come from reserves.

Table 1
Strategic Water Supply Assessment Project
Scope of Work Summary

Task Description	Budget
<p>Task 1 – Confirm Water Supply Strategy and Goals: This task includes an early internal workshop with the project and management team to confirm the Districts water supply strategy for both long-term reliability and drought (or other acute risks) resiliency. In addition to developing a collaborative strategy and goals, the workshop will establish performance metrics that can indicate the extent to which water supply alternatives meet the goals. Quantitative performance metrics will be sought, although some qualitative metrics may also be included where quantification may not be easily conducted.</p>	\$9,070
<p>Task 2 – Review Existing Studies and Reports: Jacobs will review existing studies and reports related to the District’s prior water supply planning and drought resiliency project development. The following reports and studies will be reviewed:</p> <ul style="list-style-type: none"> • SASM-MMWD Recycled Water Feasibility Study (2014) • CMSA-MMWD Recycled Water Feasibility Study (2016) • Water Resources Plan 2040 (2017) • Marin Municipal Water District Desalination Plan EIR (2008) and Unpublished Updates (2021) • EBMUD-MMWD Intertie EIR (2022, in progress) • North Bay Water Reuse Plan Phase 2 (2018) • MMWD’s In-System “Bottleneck” Study (2022, as available) • Water Shortage Contingency Plan (2021) • Urban Water Management Plan (2021) • CMSA-MMWD Briefing Document Evaluating Direct Potable Reuse in Marin <p>This task also includes review of the District’s hydraulic model. A technical memo will be developed that summarizes the key elements of each report and information used in this Strategic Water Supply Assessment Project</p>	\$31,260
<p>Task 3 – Update Decision Support Model: In Task 3, Jacobs will update the existing Sonoma Water Decision Support Model (DSM) based on the information collected during Task 2. A simplified representation of facilities is included in the existing DSM developed for Sonoma Water and its retail customers. DSM improvements will be related to achieve an improved representation of the MMWD system,</p>	\$38,490

<p>reservoir operations, operational adjustments and constraints, and potential new infrastructure to support the evaluation of new water supplies.</p>	
<p>Task 4 – Develop Water Supply and Demand Drought Scenarios: In Task 4, the system represented in the Sonoma Water DSM will be tested under different water supply and demand conditions. Jacobs will develop up to four (4) drought scenarios that will be used to test the reliability of the MMWD system, incorporating stochastic resampling of historical hydrology (108 years) and 20 individual future climate model projections. Climate change amplification of the drought extremes will be evaluated and incorporated into scenarios. Jacobs will recommend scenarios that ensure that a robust range of plausible drought stress test hydrologic and initial storage conditions are incorporated. A brief technical memorandum (less than 5 pages) describing the drought scenarios that will be used to support this Assessment and the basis for the assumptions.</p>	<p>\$28,620</p>
<p>Task 5 – Conduct Assessment of Water Supply Alternatives: This task will compile the information associated with various water supply alternatives and conduct an assessment of each. Initially, Jacobs will review a broad range of water supply options including those compiled in the Water Resources Plan 2040. Additional concepts through discussion with the Project Team will be added to ensure that the assessment begins with a broad consideration of water supply approaches. After reviewing water supply options, Jacobs and the District will select the most promising alternatives for a more detailed assessment. Anticipated promising alternatives include:</p> <ul style="list-style-type: none"> • Water Purchases with Conveyance through EBMUD Intertie • Desalination in North Bay • Increase Winter Water Delivery from Sonoma Water • Increase Local Surface Storage • Expand Recycled Water <p>A draft technical memorandum will be developed to describe how the system was evaluated under different scenarios.</p>	<p>\$84,730</p>
<p>Task 6 – Perform Evaluation of Water Supply Alternatives: In Task 6 The water supply alternatives identified and assessed in Task 5 will be further evaluated in this task based on a full range of criteria. A decision analysis approach will be developed and applied to assist in informing the selection of preferred project. The decision analysis may include Multi-Objective Decision Analysis (MODA) using the evaluation criteria, preference weights, and performance. A technical memorandum cost estimate assumptions and the decision analysis process that resulted in a recommended pathway.</p>	<p>\$60,340</p>
<p>Task 7 – Prepare Water Supply Assessment Report: Task 7 will consolidate all the individual draft technical memoranda delivered as draft throughout the duration of the project as sections of the final documentation report. The consolidated documentation will include an executive summary, introduction, system</p>	<p>\$11,940</p>

description, water supply alternatives, evaluation approach and results, and recommended strategy.	
Task 8 – Meetings and Coordination: Jacobs plans to establish weekly coordination meetings with District to provide project updates and resolve project details for the duration of the project up to 6 months. It is assumed that all meetings will be held virtually through MS Teams, and an agenda and review material will be made available prior to the meeting. Jacobs expects to deliver three public workshops and up to four Board meeting updates. Jacobs will prepare material to support District staff at the four Board meetings at dates to be determined by District.	\$87,185
Task 9 – Project Management: Jacobs shall be responsible for project administration and management throughout the course of this task. Jacobs shall manage the project execution and production efforts, budget, schedule, internal resource, monitor progress and direct Quality Assurance (QA) activities and coordinate with MMWD. Task includes updating project documents, staffing/internal coordination, budget and schedule monitoring, quality control/assurance, and invoicing/progress reports.	\$11,050
Task 10 – Optional Task: This task will be set up to cover optional work that might be identified along the project execution. Due the short schedule (6 months) of the project, this optional task will provide flexibility to accommodate out of scope tasks that could be crucial to the conclusion of the project.	\$38,490
TOTAL	\$401,175

In summary, District staff request the Board authorize the General Manager to execute a professional services agreement with Jacobs for a Strategic Water Supply Assessment, for a total not to exceed contract amount of \$401,175.

ATTACHMENTS

1. Draft Professional Services Agreement with Jacobs

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

AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **Jacobs**, hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in engineering planning and design, hydraulics modeling, water supply analyses and alternatives assessments.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for the Strategic Water Supply Assessment that evaluates District and regional hydrology and hydraulics to assess water supply resiliency needs.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A-- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work covered by this agreement shall be that included in Attachment A of this agreement.
- b. The schedule and order of tasks shall be in accordance with that included in Attachment B of this agreement.
- c. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Attachment C of this agreement and shall not exceed **\$401,175** in total.

PART B-- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides its employees.

3. INDEMNIFICATION: District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed **December 2022**, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

District: Marin Municipal Water District
Attn: Crystal Yezman
220 Nellen Avenue
Corte Madera CA 94925

CONSULTANT: Jacobs
Attn: Armin Munevar
402 W. Broadway, Suite 1450
San Diego, CA 92101
Phone: (619) 272-7218

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph. Payment net 30 days from date of invoice.

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

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

8. TERMINATION: At any time and without cause, the District shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, District shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of reports and documents as District may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of District. The Consultant will not use, or permit another to use, any reports and documents in connection with this or any other project without first obtaining written permission of District.

All materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by District is prohibited without written permission of District.

If the Consultant is using data provided by the District pursuant to its data-sharing agreement with District, the Consultant (Licensee) acknowledges by execution of this Agreement that it has read the disclaimer(s) of liability and warranties regarding use of said shared data, a copy of which is attached to this Agreement as Attachment E.

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided District, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

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

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by District. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE: The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or

subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. Workers' Compensation Insurance: Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

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

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.

- b. Public Liability Insurance: Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$1,000. Coverage in an amount not less than \$1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.

4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment D - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies shall be twice occurrence limit.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$25,000. All Professional Liability Insurance policies shall be endorsed with the following specific language:
 - (i) This policy shall not be canceled without first giving thirty (30) days prior notice to District by certified mail.
- d. Documentation: The following documentation of insurance shall be submitted to District:
 - (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.
- e. With the exception of professional liability, Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and

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

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment C and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

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

JACOBS

Dated: _____

By _____
Armin Munevar, Global Technologist

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By _____
Bennett Horenstein, General Manager

Approved as to Form

Dated: _____

By _____
Molly MacLean, General Counsel

@@
Rev. 1-30-19

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage: Policy# _____

Policy Period _____

Automobile Liability: Policy# _____

Policy Period _____

INSURED: Name _____

Address _____

City/State/Zip _____

SCHEDULE

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

WHO IS AN INSURED

Is amended to include as an insured the organization shown in the schedule above.

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

Authorized Insurance Representative

Signature

Date

Print Name and Title

**MARIN MUNICIPAL WATER DISTRICT
DATA DISCLAIMER**

(for data provided by the District)

Disclaimer of Liability and Warranties

- A. All materials provided to Licensee by the District are the exclusive property of the District. Re-use of these materials by the Licensee in any manner other than in conjunction with activities authorized by the District is prohibited without the written permission of the District.
- B. Licensee understands and agrees that it is possible that errors and omissions will occur in data input or programming done by the District to provide the data in the form desired. The Licensee further understands and agrees that it is probable that errors and omissions will occur in record keeping processes, especially when large numbers of records are developed and maintained, and that data may not meet the Licensee's standards as to accuracy or completeness. Notwithstanding, the Licensee agrees to take the data "as is", fully expecting that there may be errors and omissions associated with the data.
- C. Licensee further understands and agrees that the District makes absolutely no warranty whatsoever, whether expressed or implied, as to the accuracy, thoroughness, value, quality, validity, merchantability, suitability, condition or fitness for a particular purpose of the data or any programming used to obtain the data, nor as to whether the data are error-free, up-to-date, complete or based upon accurate or meaningful facts.
- D. Licensee further understands and agrees that it will forever waive any and all rights, claims, causes of action or other recourse that it might otherwise have against the District for any injuries or damages of any type, whether direct, indirect, incidental, consequential or otherwise, resulting from any error or omission in the data or in any programming used to obtain the data, or in any manner arising out of or related to this Agreement or the data provided hereunder. Licensee agrees that the District shall not be liable to Licensee for any liability, claim, loss, damage, injury or expense of any kind caused or alleged to be caused, directly or indirectly, by the inadequacy of data obtained from the District, by any deficiency of District or Licensee systems, by any delay or failure to provide any service, or by any other interruption, disruption or loss of Licensee operations.



Marin Municipal Water District

Strategic Water Supply Assessment

DRAFT

January 21, 2022

Project Proposal



Contents

1. Project Understanding2

2. Scope of Work.....3

Task 1 – Confirm Water Supply Strategy and Goals3

Task 2 – Review Existing Studies and Reports3

Task 3 – Update Decision Support Model.....4

Task 4 – Develop Water Supply and Demand Drought Scenarios.....4

Task 5 – Conduct Assessment of Water Supply Alternatives5

Task 5.1 – Compile Descriptions of Drought Water Supply Alternatives5

Task 5.2 – Perform Modeling Assessment of Water Supply Alternatives5

Task 5.3 – Review Results and Summarize Performance6

Task 6 – Perform Evaluation of Water Supply Alternatives6

Task 6.1 – Develop Evaluation Criteria6

Task 6.2 – Develop Cost Estimates.....6

Task 6.3-Multi Objective Decision Analysis6

Task 7 – Prepare Water Supply Assessment Report.....7

Task 8 – Meetings and Coordination7

Task 8.1 – Project Team Coordination Meetings7

Task 8.2 - Workshops and Board Meetings.....7

Task 8.3 - Support for Public Meetings7

Task 9 – Project Management.....8

Task 9.1 - Project Management.....8

Task 10 – Optional Task.....8

3. Schedule 12

4. Cost Proposal..... 13

1. Project Understanding

The Marin Municipal Water District (MMWD or District) serves the populous eastern corridor of Marin County from the Golden Gate Bridge northward up to, but not including, Novato. The district covers approximately 147 square miles and serves a population of approximately 190,000 customers with surface water supplies from seven local reservoirs, augmented with Russian River supplies imported from the Sonoma County Water Agency (Sonoma Water). Historically, MMWD has successfully met demands during periods of extreme drought with a combination of rationing, conservation, and increased Sonoma Water supplies. However, recent drought conditions that severely threatened water supply reliability have prompted MMWD to explore various water supply options to enhance resiliency for its customers.

This Strategic Water Supply Assessment will be additive to past planning efforts and is designed to fill in the gaps on new water supply alternatives. A comparative analysis will be performed on the water supply options available to MMWD and provide recommendations on a strategic water supply roadmap. In addition, the accelerated pace of climate change had signaled the need to model greater hydrologic extremes (both floods and droughts) than those that have occurred in the past. Specifically, the Assessment will seek to address the following questions:

- What is the current risk to MMWD's water delivery reliability under recent and projected future droughts?
- How much additional water supply is needed under different future hydrologic drought and demand scenarios?
- What are the range of water supply alternatives that could increase resiliency of MMWD's system? And what are their strengths and weaknesses?
- What recommendations can be developed to support MMWD's near-term investment in drought resiliency?

The Jacobs team is currently supporting Sonoma Water and its retail customers (including MMWD) on the Regional Water Supply Resiliency Study and has unique regional, state, and national experience and skills to support MMWD in this strategic assessment. The Jacobs team has conducted integrated water management resilience efforts throughout the state and thrives on these strategic planning efforts.

2. Scope of Work

Based on our understanding of the project, Jacobs is developed the following tasks to achieve the project goals. These tasks begin with strategic planning workshop effort to lead with the “end in mind”, then lead to technical and modeling assessments, and finally with an evaluation process and recommendation. One optional task has been included to provide contingency should work be needed outside of the specific tasks indicated.

Task 1 – Confirm Water Supply Strategy and Goals

Jacobs will conduct an early workshop with the project and management team to confirm MMWD’s water supply strategy for both long-term reliability and drought (or other acute risks) resiliency. This workshop will result in an articulation of MMWD’s strategy and specific goals to be achieved in this strategic assessment. Jacobs will lead this workshop, share example strategies from related water agencies, and elicit input from the MMWD team to ensure that the assessment achieves the district’s goals.

In addition to ensuring alignment with the MMWD’s strategy and goals, the workshop will seek to establish performance metrics that can indicate the extent to which water supply alternatives meet the goals. Quantitative performance metrics will be sought, although some qualitative metrics may also be included where quantification may not be easily be conducted.

Assumptions: 2-hour virtual workshop via MS Teams

Deliverables: A brief (less than 3 pages) write-up documenting the discussion of this strategy workshop, goals, and performance metrics.

Task 2 – Review Existing Studies and Reports

Jacobs will review existing studies and reports related to this MMWD’s water supply planning and drought resiliency project development. At a minimum, the Jacobs team will review the following reports and studies:

- SASM-MMWD Recycled Water Feasibility Study (2014)
- CMSA-MMWD Recycled Water Feasibility Study (2016)
- Water Resources Plan 2040 (2017)
- Marin Municipal Water District Desalination Plan EIR (2008) and Unpublished Updates (2021)
- EBMUD-MMWD Intertie EIR (2022, in progress)
- North Bay Water Reuse Plan Phase 2 (2018)
- MMWD’s In-System “Bottleneck” Study (2022, as available)
- Water Shortage Contingency Plan (2021)
- Urban Water Management Plan (2021)
- CMSA-MMWD Briefing Document Evaluating Direct Potable Reuse in Marin

This task will also include the collection of additional information related to the MMWD surface reservoirs and general system operation, supplies, and demands. MMWD's WaterSim GoldSim Model will be further reviewed to ensure that that integration with the Sonoma Water Decision Support Model (DSM) is achieved at the appropriate level. This information will be used to better understand the system operations and constraints for subsequent tasks.

Assumptions: MMWD will provide all the document for review including current models and reservoir historical data available. Documents for review might include draft documentation of reports that are not published yet.

Deliverables: A brief technical memorandum (maximum 5 pages) describing the key elements of each report and information that will be used to support this Assessment. The TM will be provided as a first draft electronic file (pdf) for comments. A final version addressing comments will be integrated into the final Report.

Task 3 – Update Decision Support Model

Jacobs developed the Sonoma Water DSM as part of the Sonoma Water Resiliency Study contract with Sonoma Water. The MMWD system representation in the Sonoma Water DSM was simplified for the goals of the Sonoma Water project. It is expected that more details related to the MMWD system will be added to the current version of the Sonoma Water DSM resulting in a more accurate model tool that could be used by both agencies.

Jacobs will update the existing Sonoma Water DSM based on the information collected during Task 2. A simplified representation of MMWD reservoirs and main constraints (Kastania booster and treatment plants) is included in the existing DSM developed for Sonoma Water and its retail customers. DSM improvements will be related to achieve an improved representation of the MMWD system, reservoir operations, operational adjustments and constraints, and potential new infrastructure to support the evaluation of new water supplies.

Assumptions: Sonoma Water DSM developed by Jacobs under Sonoma Water contract will be used.

Deliverables: No deliverables are expected under this task.

Task 4 – Develop Water Supply and Demand Drought Scenarios

The system represented in the Sonoma Water DSM will be tested under different water supply and demand conditions. Jacobs will develop up to four (4) drought scenarios that will be used to test the reliability of the MMWD system. The current DSM incorporates a stochastic resampling of historical hydrology (108 years) and 20 individual future climate model projections. Climate change amplification of the drought extremes will be evaluated and incorporated into scenarios. Jacobs will recommend scenarios that ensure that a robust range of plausible drought stress test hydrologic and initial storage conditions are incorporated.

Demand projections will be consistent with MMWD's Urban Water Management Plan (UWMP) and Water Shortage Contingency Plan.

Assumptions: Jacobs will use only the current hydrological sequences available in the Sonoma Water DSM, which includes historical hydrology from 1910 to 2017 and 20 climate projections.

Deliverables: A brief technical memorandum (less than 5 pages) describing the drought scenarios that will be used to support this Assessment and the basis for the assumptions. The TM will be provided as a first draft electronic file (pdf) for comments. A final version addressing comments will be integrated into the final Report.

Task 5 – Conduct Assessment of Water Supply Alternatives

This task will compile the information associated with various water supply alternatives and conduct an assessment of each. Initially, Jacobs will review a broad range of water supply options including those compiled in the Water Resources Plan 2040. Additional concepts through discussion with the Project Team and will be added to ensure that the assessment begins with a board consideration of water supply approaches.

After reviewing the water supply options, Jacobs will work with MMWD to select the most promising supplemental supply alternatives for more detailed assessment. The following water supply alternatives are anticipated to be confirmed as the most promising alternatives and will be included in the assessment:

- Baseline – Existing water supply system with planned improvements
- Water Purchases with Conveyance through EBMUD Intertie
- Desalination in North Bay
- Increase Winter Water Delivery from Sonoma Water
- Increase Local Surface Storage
- Expand Recycled Water

The assessment will include a description of each drought water supply alternative and an evaluation of the performance of the alternative under the various drought scenarios.

Task 5.1 – Compile Descriptions of Drought Water Supply Alternatives

Jacobs will compile descriptions of each drought water supply alternative. The descriptions will include a definition of the alternative, infrastructure needed to implement the alternative, and operational considerations for integrating the alternative into the MMWD system. It is assumed that information recently developed by MMWD for the Central Valley Purchases with EBMUD Intertie, Desalination, and Expand Recycled Water will be directly incorporated in this assessment. Jacobs will primarily rely on this existing information to describe and assess these alternatives. Additional information and assessments will be conducted to support a more detailed assessment of Winter Water Delivery from Sonoma Water and Increase Local Storage.

Task 5.2 – Perform Modeling Assessment of Water Supply Alternatives

The updated Sonoma Water DSM will be simulated with each of the water supply alternatives, and under each of the drought scenarios, to evaluate performance. Jacobs will develop specific assumptions for each alternative, review these with the MMWD project team, and implement in the Sonoma Water DSM. Jacobs will assess the availability of supply, feasibility of conveyance, and impact on system performance through these technical and modeling assessments.

In this subtask, Jacobs will determine how much water supply would be needed by MMWD given existing and future demand projections and current system infrastructure. The demands will be compared against the current existing supplies to determine the magnitude and frequency of potential future shortages. Under this task a supply demand gap will be identified together with its frequency under different hydrological scenarios. Major constraints limiting future potential of incorporating new water supplies will be identified.

Task 5.3 – Review Results and Summarize Performance

Jacobs will review the results from each drought water supply alternative assessment and summarize the performance of all to begin to allow for a comparison of system performance. This

Assumptions: Water supply assessment will be based on existing information available except for supplies that will be evaluated with the Sonoma Water DSM.

Deliverables: A draft technical memorandum (maximum 20 pages) describing how the system was evaluated under different scenarios will be delivered as an electronic file for the District's review. Comments will be incorporated and delivered in a final version at the end of the project.

Task 6 – Perform Evaluation of Water Supply Alternatives

The water supply alternatives identified and assessed in Task 5 will be further evaluated in this task based on a full range of criteria.

Task 6.1 – Develop Evaluation Criteria

The criteria to evaluate and inform the recommended alternative and decision process will be defined under this task. Jacobs will work with the MMWD to identify a list of criteria and the relative importance of each one. In general, the range of criteria will include categories such as feasibility, financial, implementation time, legal/regulatory, implementation risks, environmental, and social impact. Jacobs will propose a set of criteria and work with the project team to refine the criteria and evaluation method. The performance criteria identified and assessed in the previous tasks will also form the basis for additional benefit criteria.

Task 6.2 – Develop Cost Estimates

Once the water supply alternatives are identified, described, and performance assessed, the Jacobs team will provide high-level relative cost estimate for the supply alternatives evaluated under Task 5. The purpose of these cost estimates is to provide a comparative cost value across projects that will be used in the selection of a preferred project. Although this might be the first step towards a final project cost, the estimates will be have a relatively high level of uncertainty.

Assumptions: Class 5 Cost estimates will be prepared as part of this effort. Class 5 estimates (as characterized by the Association for the Advancement of Cost Engineering (AACE) International) are prepared based on limited information, where little more than proposed infrastructure type, its location, and the capacity are known. Strategic planning purposes include, but are not limited to, market studies, assessment of viability, evaluation of alternate schemes, project screening, location and evaluation of resource needs and budgeting, and long-range capital planning. Examples of estimating methods used include cost/capacity curves and factors, scale-up factors, and parametric and modeling techniques. Little time is expended in the development of this estimate. The typical expected accuracy range for this class estimate is –20 to –50 percent on the low side and +30 to +100 percent on the high side.

Task 6.3 - Decision Analysis

A decision analysis approach will be developed and applied to assist in informing the selection of preferred project. The decision analysis may include Multi-Objective Decision Analysis (MODA) using the evaluation criteria, preference weights, and performance. MODA analysis would include both quantitative evaluation criteria (e.g. performance metrics) and qualitative evaluation criteria (e.g. environmental and legal) as identified in task 6.1. Jacobs will also offer additional decision analysis methods that could be used to inform recommended

future decision pathways and triggers. The result of this evaluation will be a recommended MMWD water supply resiliency strategy that may involve one or more water supply alternatives depending on the severity and type of drought risks.

Assumptions: High-level cost estimates will be used solely for the evaluation of water supply alternatives

Deliverables: TM (maximum 10 pages) describing the cost estimate assumptions and the decision analysis process that resulted in a recommended pathway.

Task 7 – Prepare Water Supply Assessment Report

Task 7 will consolidate all the individual draft technical memoranda delivered as draft throughout the duration of the project as sections of the final documentation report. The consolidated documentation will include an executive summary, introduction, system description, water supply alternatives, evaluation approach and results, and recommended strategy.

Assumptions: Maximum 60-page electronic document. MMWD will provide comments within one week from the draft deliverable.

Deliverables: Final project report incorporating all final TM's, an executive summary, and a final conclusions section. The project report will be delivered as draft for final comments. The final project report will be delivered as an electronic file (pdf) addressing all comments.

Task 8 – Meetings and Coordination

Task 8.1 – Project Team Coordination Meetings

Jacobs plans to establish weekly coordination meetings with MMWD to provide project updates and resolve project details for the duration of the project up to 6 months. It is assumed that all meetings will be held virtually through MS Teams, and an agenda and review material will be made available prior to the meeting.

Task 8.2 - Workshops and Board Meetings

Jacobs expects to deliver two project workshops and up to four Board meeting updates. Jacobs will prepare material to support MMWD staff at the four Board meetings at dates to be determined by MMWD.

The workshops will cover the following subjects:

- Workshop#1- Confirmation of water supply strategy and goals, system representation, scenarios and supplies to be evaluated. At the end of this workshop the project team will propose performance metrics and evaluation criteria to be used to evaluate projects.
- Workshop#2- Presentation of the results of the assessment, performance criteria, decision analysis approach, and recommended roadmap.

Task 8.3 - Support for Public Meetings

Jacobs expects to support MMWD at up to three (3) public meetings during the course of this planning effort. Jacobs will prepare material to support MMWD staff at these meetings and will assist in presenting technical content related to this assessment. It is assumed MMWD will lead in the organization and communication of the public meetings.

Assumptions: All workshops and meeting to be delivered virtually by MS Teams. One-hour maximum weekly project meetings for up to 22 weeks. Both workshops will last up to 2 hours. The 3 public meetings are assumed to be delivered virtually via MS Teams and last one hour each.

Deliverables:

- One kick-off meeting with Jacobs and MMWD teams.
- Weekly progress meetings with power point draft presentation to be provided prior to the meeting. Meetings are assumed to be delivered virtually on MS Teams.
- Two 2-hour workshops to be presented virtually on MS Teams.
- Support on up to 4 Board meetings.

Task 9 – Project Management

Task 9.1 - Project Management

Jacobs shall be responsible for project administration and management throughout the course of this task. Jacobs shall manage the project execution and production efforts, budget, schedule, internal resource, monitor progress and direct Quality Assurance (QA) activities and coordinate with MMWD. The costs for project management are based on:

- Update project documents
- Conduct team management, internal coordination, and resource allocation and staffing
- Complete project controls, budget and schedule monitoring and updates for project tracking
- Conduct quality control and quality assurance activities for project deliverables
- Complete monthly invoicing and monthly progress reports

Assumptions: Project will last a total of 22 weeks without optional tasks

Deliverables: Weekly update meetings delivered by MS Teams and monthly invoices.

Task 10 – Optional Task

This task will be set up to cover optional work that might be identified along the project execution. Due the short schedule (6 months) of the project, this optional task will provide great flexibility to accommodate out of scope tasks that could be crucial to the conclusion of the project. This project task will be approved only after a mutual agreement between Jacobs and the District on the scope and deliverables of the task.

3. Project Team

Jacobs will support MMWD with an integrated team that is highly experienced in water supply planning, climate resilience, engineering, modeling, and strategic planning. The key team members listed below cover the requisite skills to support this assessment.

Armin Munévar, P.E. – Project Manager and Water Resources Planning

Armin is a global technologist for Jacobs for integrated water resource management and climate resiliency services. He is responsible for assisting to develop the firm's integrated water resource management practice, evaluating climate change impacts on water resource systems, assessing water system vulnerabilities and reliability, and developing strategies to meet reliability and sustainability goals. Armin's experience includes two decades of development and application of water resource modeling and planning studies, climate adaptation and resiliency plans, and strategic resource plans throughout the western United States and international river basins. These include plans for sustainable management of large-scale river basins, complex water system evaluations, statewide watershed resiliency programs, system vulnerability and risk analyses, and strategic water planning and policy support. Major recent planning efforts that Armin has been involved in include the Colorado River Basin Study, California Water Fix, California Water Plan, Sonoma Water Climate Adaptation Plan, San Diego Regional Facilities Master Plan, San Francisco Waterfront Resilience Program, and the on-going Sonoma Water Regional Water Supply Resiliency Study.

Marcelo Reginato, P.E. – Systems Modeling Lead and Assistant Project Manager

Marcelo is a Senior Water Resources Project Engineer for Jacobs with more than 19 years of experience focused on water resources planning and the development of dynamic computer model tools that help clients in their decision-making process. Marcelo has been also engaged in developing and reviewing water balance models for the public, private sectors using GoldSim Monte Carlo simulation software. Marcelo has vast experience developing decision support model tools, using GIS applied to water resources, and developing models related to the California water system. His experience includes modeling of California's State Water Project and Central Valley Project, the Sacramento and San Joaquin Delta, and models that evaluate California statewide water resources projects. More recently Marcelo has been managing several projects related to his area of expertise for public and private sector clients, including the Sonoma Water Regional Water Supply Resiliency Study.

Laura Harnish – Strategic Planning and Stakeholder Engagement

Laura Harnish is an environmental planner with over 30 years of experience managing multi-disciplinary climate resilience and integrated water projects and planning efforts. After almost 20 years with Jacobs (CH2M), Laura joined the Environmental Defense Fund in 2007, where she served as West Coast Regional Director, leading the California water program, and served as a national strategy director. She returned to Jacobs in 2013 and currently focuses on climate resiliency, integrated water resources and ecosystem management programs. Laura is currently working on large-scale climate resiliency and integrated management projects in California. She worked on the Sonoma Water Climate Adaptation Plan and is working on the San Francisco Seawall/Waterfront Resiliency Program. Additionally, Laura is currently leading Jacobs' efforts to support the Department of Water Resources on the California Water Plan- Update 2023. Through her experience on these projects, Laura has a detailed understanding of strategic stakeholder engagement processes, integrating planning efforts across multiple programs and sectors as well as evaluating and incorporating climate change data to provide resilient solutions to water supply needs.

Jim Lozier, P.E. – Desalination Supply

Jim is a Jacobs' Global Technology Leader for Desalination. Jim specializes in the application of membrane processes for water treatment, desalination, and water reuse. He also specializes in treatment processes used in association with the application of membrane processes for end uses, including coagulation, clarification, oxidation, and various chemical treatments. He has 39 years of experience in the study, design, and implementation of a wide variety of membrane and desalination technologies for clients throughout the United States and the world, including reverse osmosis (RO), nanofiltration, ultrafiltration (UF), microfiltration, and electrodialysis. Jim applies this experience where such processes are used individually for seawater, groundwater, and surface water desalting; particle removal; and other single purpose applications. He also applies it as part of multi-process (integrated) treatment facilities addressing a variety of treatment challenges; in the treatment of a variety of source waters for high-quality industrial process water; and in the treatment and reclamation of industrial wastewaters, including the use of MBRs.

Erik Desormeaux, P.E. – Water Reuse and Desalination Supply

Erik has 17 years of experience managing planning, design and construction of water and infrastructure projects in California and globally. Erik's expertise is in water reuse and desalination technology, and he has led planning analyses, process selection, design, construction, startup and permitting of various seawater desalination, brackish desalination, potable reuse, and novel non-potable reuse projects.

Larry Schimmoller, P.E. – Water Reuse

Larry is Jacobs' Global Technology Leader for water reuse who has extensive experience in the planning, piloting, process selection, design, and construction of water reuse projects. He has provided significant thought leadership to the water reuse industry, serving as a member of national and regional water reuse committees that develop research agendas and policy for water reuse. He has also served as Principal Investigator (PI) or co-PI on multiple water reuse research projects and has served as the Chair in the development of regulatory guidelines for direct potable reuse. Larry has authored and presented numerous papers at regional, national, and international conferences and publications and has managed or served as the senior technical consultant on dozens of water reuse projects across the world.

Makarand Pendse, P.E. – Conveyance

Makarand Pendse is a Principal Project Manager with 27 years of overall diversified industry experience and 14 years of Infrastructure Project Management, Project Engineering and Design Management experience. Makarand has specialized knowledge and experience in pumping and conveyance, route analysis, drinking water treatment and transfer systems, water resource planning and estimation, water resilience, underground pipeline condition assessment, construction and commissioning of WWTP and IPS, large and medium scale pumping stations for flood mitigation, project engineering and management of design and build projects and preparation of detailed design and bid documentation.

Jeff Smith, P.E. – Conveyance

Jeff has more than 33 years of experience managing, planning, and designing water and wastewater supply development, distribution, and collection system projects. His strong working knowledge of many design aspects enhances his ability to manage multidisciplinary projects. Jeff has managed more than 50 projects involving pipelines, pump stations and reservoirs related to raw and potable water systems. Jeff has also managed more than 40 projects related to wastewater gravity and force main pipelines and pump stations. Jeff is considered one of Jacobs most senior conveyance engineers and is called upon to provide detailed reviews, serve as quality control manager, and provide overall constructability and value engineering. Jeff has also provided senior technical consulting related to pipelines and pump stations for numerous projects and large conveyance programs throughout the world. Jeff is especially knowledgeable in the design and technical aspects of large diameter welded steel pipe and associated appurtenances.

Kensey Daly, P.E. – Systems Modeling

Kensey is a water resources engineer with Jacob's Water Resources Solutions and Technology group. She has over 7 years of experience and has been a team member on a variety of projects in water resource management, strategy, and planning. Kensey has experience in numerical modeling and technical studies for a variety of different clients and projects with a focus on water resources management and climate change resiliency. She has practiced preparing modeling tools, studies and plans for clients for the use of integrated water resource management, climate change studies, water management of mine sites, flood control protection planning, sediment transport analyses, stormwater and water quality management and water sales forecasting. She also has experience with data analysis in Google Earth Engine, ArcGIS, python, building tools in Excel, field work, and project management. Kensey has recent experience developing and apply the decision support model for the Sonoma Water Regional Water Supply Resiliency Study.

These key team members will be supported by other Jacobs California water resources planning staff in areas such as data collection and mapping, engineering feasibility, cost estimating, and document publications.

4. Project Schedule

See Appendix A – Project Schedule

5. Cost Proposal

See Appendix B - Fee Schedule

Attachment C

Appendix B – Fee Schedule

Based on the scope of work for Marin Municipal Water District- Strategic Water Supply Assessment, Jacobs estimates the cost without optional Task 10 to be \$362,685.00 and the total cost with optional Task 10 to be \$401,175.00 including labor (no travel, and other direct expenses are expected). Exhibit B-1 shows the break down by task, including an optional work task (Task 10). Exhibit B-2 shows current billing rates.

Exhibit B-1: Project Fee with tasks

	Task	Total Labor Hours	Total Labor Cost (\$)
1.	Confirm Water Supply Strategy and Goals	32	\$ 9,070.00
2.	Review Existing Studies and Reports	130	\$ 31,260.00
3.	Update Decision Support Model	166	\$ 38,490.00
4.	Develop Water Supply and Demand Drought Scenarios	122	\$ 28,620.00
5.	Conduct Assessment of Water Supply Alternatives	354	\$ 84,730.00
6.	Perform Evaluation of Water Supply Alternatives	236	\$ 60,340.00
7.	Prepare Water Supply Assessment Report	48	\$ 11,940.00
8.	Meetings and Coordination	331	\$ 87,185.00
9.	Project Management	48	\$ 11,050.00
	Total without optional task	1467	\$ 362,685.00
10.	Optional Work Task	149	\$ 38,490.00
	Total with optional task	1616	\$ 401,175.00

Exhibit B-2 Billing Rates

Staff Classification	Hourly Billing Rate 2022
Principal-in-Charge	\$ 300
Principal Project Manager	\$ 300
Senior Project Manager	\$ 280
Project Manager	\$ 245
Principal Technologist/Engineer II	\$ 350
Principal Technologist/Engineer I	\$ 300
Senior Technologist/Engineer II	\$ 275
Senior Technologist/Engineer I	\$ 250
Technologist/Project Engineer II	\$ 230
Technologist/Project Engineer I	\$ 205
Engineer/Professional II	\$ 190
Engineer/Professional I	\$ 175
Junior Engineer/Professional	\$ 160
Engineering Technician III	\$ 200
Engineering Technician II	\$ 160
Engineering Technician I	\$ 130
Project Controls	\$ 150
Technical Editor	\$ 150
Office/Clerical/Accounting	\$ 130

1. Rates are valid through December 31, 2022. Rates are subject to a 4% increase on 2023 and annually thereafter

2. All other expenses will be invoiced at actual cost



Approval Item

TITLE

Professional Services Agreement with Environmental Science Associates, Inc. for environmental review services associated with the Emergency Intertie Project

RECOMMENDATION

Authorize the General Manager to execute a professional services agreement with Environmental Science Associates in the amount of \$998,030 for environmental review services associated with the Emergency Intertie Project

SUMMARY

By September 2021, the District faced historically low reservoir levels as result of a severe two-year drought. In response to this drought, the District pursued construction of the Emergency Intertie Project under a CEQA Statutory Emergency Exemption in order to meet supplemental water needs by the projected shortfall of mid-2022. Water storage levels have greatly improved over the past few months due to record rainfall in October 2021, and additional precipitation that occurred in December 2021. The current above average reservoir storage levels provides time for the District to undertake a thorough environmental evaluation of the proposed Emergency Intertie Project, consistent with the expressed direction of the Board to continue to develop this important water supply option. The agreement provided in Attachment 1 anticipates the need for a full environmental impact report and allows for a full environmental review of the Project.

DISCUSSION

On April 20, 2021, the District's Board of Directors (Board) adopted Resolution 8630 declaring a water shortage emergency and adopted Ordinance No. 449 setting forth a comprehensive list of mandatory water conservation measures and water use restrictions. Subsequently, an emergency was declared at the County level; and, on July 8, 2021, Governor Newsom declared a drought emergency for Marin County. As of September 24, 2021, District reservoir storage volumes had fallen to historically low levels after two successive dry winters with below average rainfall.

To ensure continued water supply reliability, the District pursued the construction of the Emergency Intertie Project (Project). The Project is a pipeline to connect the Marin Municipal Water District system to the East Bay Municipal Utility District's (EBMUD) distribution system. Water transfers from third parties would allow EBMUD to move water to Marin without impacting the EBMUD water supply.

The greatly improved reservoir storage conditions provide additional time for the District to complete the proposed project and this will allow the District to undertake a full environmental

review prior to any final project approval. In transitioning to an environmental review process under CEQA the District maintains pursuit of an important water supply option. This process will also allow the Board, District customers, partner agencies and other stakeholders to engage in a more robust review and consideration of potential environmental impacts and to develop mitigation strategies. Current water supply conditions provide the necessary time to pursue a full environmental review, and ultimately to a more fulsome consideration of the proposed project prior for approval.

This contract before the Board provides for a full environmental review process for the Emergency Intertie Project, and focuses primarily on necessary environmental documentation required pursuant to CEQA. Attachment 1 to this staff report includes draft versions of the proposed scope and fee associated with this effort, as well as the proposed contract. This effort is anticipated to take 12-14 months to complete.

The District is also pursuing a strategic water supply assessment project, in parallel with this proposed contract, to programmatically evaluate long-term solutions to water supply resiliency. The strategic water supply assessment may alter District priorities with regard to alternatives for increasing the reliability of water supplies. Upon completion of the strategic water supply assessment, the District will advise Environmental Science Associates on the need to make changes to this scope of work in response to the findings of the strategic water supply assessment.

FISCAL IMPACT

As shown in Table 1, the total cost for the agreement with Environmental Science Associates is \$998,030. This agreement is unbudgeted and it is anticipated that funding for this work will come from reserves.

Table 1
Emergency Intertie Project – Environmental Review Services
Scope of Work Summary

Task Description	Budget
Task 1 – Project Initiation: This task includes a project initiation meeting in preparation of the CEQA documentation. Staff and ESA will review the scope of work and identify additional information needed in preparation of the project description. This task also includes preparation of a Request for Information to identify additional information needed.	\$6,890
Task 2 – Project Description and Coordination with Strategic Water Supply Assessment: This task includes development of a draft project description for use in a Notice of Preparation and Administrative Draft EIR. This task also includes coordinating with Jacobs Engineering for the Strategic Water Supply Assessment Project.	\$34,200

<p>Task 3 – Assembly Bill 52 – Tribal Consultation: Environmental Science Associates will consult with Native American representatives, as required under California Public Resources Code Sections 21074(a)/21080.3.1 (Assembly Bill 52 [AB 52]). This includes drafting notification letters, advising the District, and attending meetings with the Tribes.</p>	<p>\$4,145</p>
<p>Task 4 – Notice of Preparation: Environmental Science Associates will prepare the NOP consistent with CEQA Guidelines section 15082 that will include: (1) project location; (2) project objectives; (3) description of the proposed project; (4) environmental resource topics to be evaluated in the EIR; (5) anticipated project schedule; and (6) anticipated regulatory requirements and approvals. This task includes providing the NOP and Notice of Completion to the State Clearinghouse, County Clerks Offices, and other parties.</p>	<p>\$11,880</p>
<p>Task 5 – Draft EIR: This task includes development of a project-specific Administrative Draft EIR in accordance with Public Resources Code sections 21000-21177 and the CEQA Guidelines. Resource topics to be evaluated include: aesthetics; air quality; biological resources; cultural resources; energy; geology and soils (including paleontological resources); greenhouse gas (GHG) emissions; hazards and hazardous materials; hydrology and water quality; noise; population and housing and growth inducement; recreation; transportation; tribal cultural resources; and utilities and service systems. This task also include an analysis of reasonable alternatives to the Project.</p>	<p>\$420,795</p>
<p>Task 6 – Final EIR: After a 45-day public review period, Environmental Science Associates will compile all public and agency comments received on the Draft EIR (Task 5). The consultant will draft responses and an Administrative Final EIR, which will also include a draft Mitigation Monitoring and Reporting Program.</p>	<p>\$181,140</p>
<p>Task 7 – Draft Finding of Fact and Statement of Overriding Considerations Document: Environmental Science Associates will draft the Findings of Fact and Statement of Overriding Considerations, if needed, in a format provided by MMWD. The District will finalize the documents for use at the CEQA certification and project approval hearings.</p>	<p>\$6,680</p>
<p>Task 8 – Post-Certification and Project Approval Support: Following EIR certification and project approval, consultant will prepare a draft Notice of Determination (NOD). Consultant will also submit an electronic file folder or USB-C storage device that includes the references incorporated into the EIR for the District administrative record.</p>	<p>\$9,425</p>
<p>Task 9 – CEQA Public Meetings and Stakeholder Outreach Support: Task allows for consultant attendance of public meetings. Environmental Science Associates will work with District Staff to develop meeting materials, agenda and minutes, power point presentations, factsheets, and other meeting documents.</p>	<p>\$59,130</p>
<p>Task 10 – NEPA Approval Support Services: This task includes support services for the NEPA environmental review process, should the Intertie become the preferred alternative. Because I-580 through the project area remains under the authority of the Federal Highway Administration (FHWA), Caltrans, under delegated authority from FHWA, must review elements of the project that encroach into I-580 right-of-way for compliance with NEPA. Items included in this task include technical memoranda (noise, air quality, natural environment study, marine mammal</p>	<p>\$64,270</p>

harassment avoidance plan, and hazardous materials) and a Caltrans Categorical Exclusion Checklist.	
Task 11 – Environmental Permitting Support: In Task 11, Environmental Science Associates will assist the District securing approval from the Bay Conservation and Development Commission (BCDC). ESA will continue to respond to requests from BCDC and Caltrans and augment the application, as needed. This task includes meetings and coordination efforts with BCDC.	\$41,915
Task 12 – Project Management and Team Meetings: Task includes ongoing project management support, internal coordination and staff check-ins, District coordination, biweekly progress meetings, and comment review meetings.	\$127,560
Task 13 – Optional Services: Task covers optional services such as revisions to project description or technical analysis resulting from substantive changes to the project, additional alternatives analyses, producing additional materials to support the NEPA process, and developing permit materials other than for BCDC. This task budget may not be utilized without prior written approval by District staff.	\$30,000
TOTAL Contract Amount	\$998,030

In summary, District staff request the Board authorize the General Manager to execute a professional services agreement with Environmental Science Associates for environmental review services associated with the Emergency Intertie Project, for a total contract amount of \$998,030.

ATTACHMENTS

1. Draft Professional Services Agreement with Environmental Science Associates

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

AGREEMENT FOR PROFESSIONAL SERVICES

The following is an agreement between **Marin Municipal Water District**, hereinafter "District", and **Environmental Science Associates (ESA)**, hereinafter, "Consultant".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in environmental planning, analysis and assessment, natural and cultural resources management, environmental restoration and design, and regulatory compliance and permitting.

WHEREAS, in the judgment of the Board of Directors of the District, it is necessary and desirable to employ the services of the Consultant for an environmental review associated with the Emergency Intertie Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A-- SPECIFIC PROVISIONS:

1. **DESCRIPTION OF SERVICES AND PAYMENT:** Except as modified in this agreement, the services to be provided and the payment schedule are:
 - a. The scope of work covered by this agreement shall be that included in Attachment A of this agreement.
 - b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Attachment B of this agreement and shall not exceed **\$998,030.00** in total.

PART B-- GENERAL PROVISIONS

1. **ASSIGNMENT/DELEGATION:** Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
2. **STATUS OF CONSULTANT:** The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of District, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits District provides its employees.
3. **INDEMNIFICATION:** District is relying on professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional

practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of the Consultant's work by District shall not operate as a waiver or release.

- a. Consultant expressly agrees to defend, indemnify and hold harmless District, its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or pertaining or relating to Consultant's, its associates', employees', subconsultants', or other agents' negligence, recklessness, or willful misconduct, in the operation and/or performance under this Agreement.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend District, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expenses, including attorney's and expert fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with this agreement and the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of District.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the District or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by July 2023, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance ("Acts"), the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed by such Acts.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

District: Marin Municipal Water District
Attn: Crystal Yezman
220 Nellen Avenue
Corte Madera CA 94925

CONSULTANT: Environmental Science Associates, Inc. (ESA)
Attn: Jill Hamilton
180 Grand Avenue, Suite 1050
Oakland, CA 94612-2036
Phone: 1 (415) 722-3534

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph. Payment net 30 days from date of invoice.

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

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

8. TERMINATION: At any time and without cause, the District shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, District shall pay the Consultant for services rendered to the termination date.

In addition, if the Consultant should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, District may terminate this agreement by giving the Consultant written notice of such termination, stating the reason for such termination. In such event, the Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by the Consultant bear to the total services otherwise required to be performed for such total fee, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by District by virtue of the breach of the agreement by the Consultant.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to District all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any reports, video tapes, photographs, and documents now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of reports and documents as District may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of District. The Consultant will not use, or permit another to use, any plans and specifications, reports and documents in connection with this or any other project without first obtaining written permission of District.

All materials resulting from the efforts of District and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, video tapes, computer programs, computer printouts, digital data, notes, and any other pertinent data are the exclusive property of District. Reuse of these materials by the Consultant in any manner other than in conjunction with activities authorized by District is prohibited without written permission of District.

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided District, the numbers and amounts of all contracts and subcontracts relating to the preparation of the report.

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

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless that work has been authorized, in writing, in advance, by District. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE: The Consultant shall obtain insurance acceptable to District in a company or companies with a Best's rated carrier of at least "A". The required documentation of such insurance shall be furnished to District at the time the Consultant returns the executed contract. The Consultant shall not commence work nor shall it allow its employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved.

The Consultant shall have and maintain at all times during the life of this agreement, up to the date of acceptance, the following policies of insurance:

- a. Workers' Compensation Insurance: Workers' Compensation Insurance to cover its employees, as required by the State of California, and shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. All Workers' Compensation policies shall be endorsed with the following specific language:

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

The Workers' Compensation Insurance self-insured deductibles and retentions for both the Consultant and its subcontractors shall not exceed \$1,000.

- b. Public Liability Insurance: Personal Injury (including bodily injury) and Property Damage Insurance for all activities of the Consultant and its subcontractors arising out of or in connection with this agreement, written on a commercial general liability form which provides coverage at least as broad as ISO Commercial General Liability Occurrence Form CG 00 01 11 85 or 88 or any subsequent revision or equivalent including benefit contractual coverage, completed operations coverage, Consultant's protective coverage, and automobile coverage. The automobile coverage should be at least as broad as ISO Business Auto Form CA001 edition 187 or equivalent including employer's non-ownership liability. All deductibles or self-insured retentions shall not exceed \$1,000. Coverage in an amount not less than 1,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence is required. Each such policy shall be endorsed with the following language:

1. The Marin Municipal Water District, its officers, agents, employees and volunteers are additional insureds under this policy.
2. The insurance shall be primary as respects the insured shown in the schedule above.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail return receipt requested has been given to the District.
4. The referenced policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support.
5. The inclusion of more than one insured shall not operate to impair the right of one insured against another insured, and the coverage

afforded in the policy shall apply as though separate policies had been issued to each insured.

Consultant's policy shall be endorsed with "Attachment C - Additional Insured Endorsement" form.

The General Aggregate Limits of Insurance in the referenced policies shall be twice occurrence limit.

- c. Professional Liability Insurance: The Consultant shall procure and maintain throughout the term of this agreement, Professional Liability Insurance in an amount not less than \$1,000,000. All insurance deductibles or self-insured retentions shall not exceed \$25,000. Professional Liability Insurance policies shall be endorsed with the following specific language:
 - (i) This policy shall not be canceled without first giving thirty (30) days prior notice to District by certified mail.
- d. Documentation: The following documentation of insurance shall be submitted to District:
 - (i) A Certificate of Insurance for Workers' Compensation Insurance for Consultant. A copy of the required policy endorsements specified in subparagraph a. shall be attached to each such Certificate submitted.
 - (ii) Certificates of Liability Insurance showing the limits of insurance provided. Copies of the required endorsements specified in subparagraphs b. and c. shall be attached to each Certificate submitted.
- e. Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available

mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall bill District for work on a monthly or agreed upon basis or as articulated in Attachment B and shall include a summary of work for which payment is requested. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

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

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SIGNATURES ON THE NEXT PAGE**

ENVIRONMENTAL SCIENCE ASSOCIATES

Dated: _____

By _____
Jill Hamilton, Principal Associate

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By _____
Bennett Horenstein, General Manager

Approved as to Form

Dated: _____

By _____
Molly MacLean, General Counsel

@@
Rev. 1-30-19

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage: Policy# _____

Policy Period _____

Automobile Liability: Policy# _____

Policy Period _____

INSURED: Name _____

Address _____

City/State/Zip _____

SCHEDULE

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

WHO IS AN INSURED

Is amended to include as an insured the organization shown in the schedule above.

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

Authorized Insurance Representative

Signature

Date

Print Name and Title

Draft Scope of Work
Marin East Bay Emergency Intertie Project Environmental Impact Report

Project Understanding

This scope of services focuses on preparing environmental documentation pursuant to the California Environmental Quality Act (CEQA) for Marin Municipal Water District's (MMWD) Marin East Bay Emergency Intertie Project.

ESA understands that MMWD is engaging in preparation of a strategic water supply assessment. The strategic water supply assessment may alter MMWD's priorities with regard to alternative for increasing the reliability of water supplies under drought and other emergency conditions. Upon completion of the strategic water supply assessment, MMWD will advise ESA on the need to make changes to this scope of work in response to the findings of the strategic water supply assessment. For purposes of this scope of work, ESA assumes that the project evaluated in CEQA documentation will be the Marin East Bay Emergency Intertie Project (Project).

MMWD supplies water to approximately 191,000 customers in Marin County. Approximately 75 percent of MMWD's water supply comes from water stored in a total of seven reservoirs on Mount Tamalpais and in west Marin, and approximately 25 percent of the water supply is imported from the Sonoma County Water Agency (Sonoma Water) via the North Marin Aqueduct. MMWD's water supply is vulnerable to recurring droughts and other emergencies. In 2021, Marin County and much of California faced an exceptional drought, which depleted MMWD's reservoir storage levels. In response, MMWD proposed to construct and operate the Marin East Bay Emergency Intertie Project to address emergency drought conditions in Marin County. The Project would involve constructing potable water infrastructure to connect MMWD's existing treated water system in Marin County to the East Bay Municipal Utility District's (EBMUD's) water transmission system in Contra Costa County. MMWD will be the Lead Agency for California Environmental Quality Act (CEQA) compliance for the Project; the California Department of Transportation (Caltrans) is among the Responsible Agencies under CEQA for elements of the Project that would encroach onto the State Highway System right-of-way. As described below under Task 10, ESA assumes that Caltrans will continue to be the lead agency under the National Environmental Policy Act (NEPA) for the Project.

Attachment A presents the current Project Description, which provides context for this scope of work.

The type of CEQA document to be prepared for the Project will be confirmed once environmental investigations are underway. For scoping purposes, ESA assumes that an environmental impact report (EIR) will be prepared.

Scope of Work

Task 1: Project Initiation

Kick off meeting

ESA's project management team will participate in an initiation meeting regarding preparation of the CEQA documentation for the Project. During the meeting, ESA and MMWD staff will review the scope of work and identify additional data needed for preparation of the project description that will be used in the Notice of Preparation (NOP) and preparing the Administrative Draft EIR. This meeting will also be used to confirm dates/times for project progress meetings; communication protocols and administrative record format; and project schedule, including key project deliverable milestones.

Prepare Request for Information (RFI)

The ESA team will prepare an RFI to identify data gaps and track the additional information needed to supplement the existing project description and impact analyses for the EIR (e.g., information pertaining to water transfer operations and pipeline improvements EBMUD would implement to prevent loss of water pressure that would otherwise result when the Project is operated). The RFI will be submitted to MMWD for response.

Task 1 Deliverables:

- Agenda
- Request for Information identifying data gaps
- Action Items
- Refined project schedule
- Administrative record protocols

Task 2: Project Description and Environmental Support for Strategic Water Supply Assessment

Project Description

Following receipt of MMWD's responses to the RFI, ESA will expand the existing draft project description and prepare versions for use in the Notice of Preparation (NOP) and the Administrative Draft EIR. The primary additional information expected to be added to the Project Description relates to water transfer operations. A draft project description will be submitted to MMWD for review.

Environmental Support for Strategic Water Supply Assessment

As directed by MMWD, ESA will participate in meetings with MMWD's engineering consultant for the Strategic Water Supply Assessment to stay apprised on that initiative's planning efforts and to provide input salient to CEQA and environmental compliance (e.g., present information on CEQA requirements for Project objectives, consistency between water demand forecast assumptions and planned growth). ESA will also attend a public meeting in association with the Strategic Water Supply Assessment.

Task 2 Deliverables:

- Project Description for use in the NOP and Administrative Draft EIR

- Responses to action items arising from meetings with the Strategic Water Supply Assessment team.

Task 3: Assembly Bill 52 Tribal Consultation

Consultation with Native American representatives, as required under California Public Resources Code Sections 21074(a)/21080.3.1 (Assembly Bill 52 [AB 52]) will be conducted by the CEQA lead agency (MMWD). Tribal consultation required by Section 106 of the National Historic Preservation Act has been completed. ESA will assist with the AB 52 consultation and will draft letters, advise, and attend or organize meetings, though formal government-to-government contact will remain the purview of MMWD. Prior to publication of the NOP, ESA will contact the California Native American Heritage Commission (NAHC) to request an updated search of their Sacred Lands File for the project area and a list of contacts for California Native American Tribes who may have an interest in the proposed project. ESA will draft project AB 52 notification letters for MMWD to send to those Tribes that have previously requested from MMWD to be notified of any MMWD projects, pursuant to AB 52.

Task 3 Deliverables:

- Draft AB 52 project notification letters

Task 4: Notice of Preparation

ESA will prepare the NOP consistent with CEQA Guidelines section 15082 that will include: (1) project location; (2) project objectives; (3) description of the proposed project; (4) environmental resource topics to be evaluated in the EIR as well any topics to be scoped out; (5) a list of alternatives that will be considered for inclusion in the EIR; (6) anticipated project schedule; and (7) anticipated regulatory requirements and approvals.

ESA will prepare a draft NOP for MMWD to review. Based on one consolidated set of comments, ESA will revise the NOP provide a screencheck version to MMWD. ESA will prepare the Notice of Completion (NOC) and will work with MMWD to electronically submit the NOP and NOC to the State Clearinghouse CEQAnet Portal. ESA will submit electronic files of the NOP to newspapers of local circulation in the San Rafael and Richmond communities and Contra Costa County and Marin County clerk's offices. MMWD will be responsible for any publication or noticing fees. ESA will work with MMWD to prepare the distribution list and it is assumed that MMWD will e-mail and mail out copies of the NOP to the distribution list. ESA will provide a web-ready version of the NOP for MMWD to post on its website.

Task 4 Deliverables:

- Draft NOP
- Screencheck NOP
- NOP
- NOC
- Draft and final notice for newspaper

Task 5: Draft EIR

ESA will prepare a Draft EIR in accordance with Public Resources Code sections 21000-21177 and the CEQA Guidelines. It is assumed that the Draft EIR will evaluate the proposed project components at a project-specific level.

Based on ESA's current understanding of the proposed project, it is anticipated that the resource topics to be evaluated in the EIR will include: aesthetics; air quality; biological resources; cultural resources; energy; geology and soils (including paleontological resources); greenhouse gas (GHG) emissions; hazards and hazardous materials; hydrology and water quality; noise; population and housing and growth inducement; recreation; transportation; tribal cultural resources; and utilities and service systems. Based on investigations conducted to date, ESA anticipates that other resource topics (land use, agricultural and forestry resources, mineral resources; public services; and wildfire) will not likely result in significant impacts and may be screened out in the NOP or briefly addressed in the Approach to the Analysis section of the Environmental Analysis Chapter. The assumption of resource topics to be evaluated in the Draft EIR will be confirmed following the close of the public comment period on the NOP. If additional resource topics are identified as requiring full analysis in the EIR, ESA will notify MMWD.

The following outlines the subtasks that will be completed to prepare and publish the Draft EIR and provides detail on technical resource topics to be included in the Draft EIR (Subtask 5.1). ESA will also initiate preparation of the administrative record (assumed to include reference materials cited in the EIR) as part of Task 5.

Subtask 5.1: Administrative Draft EIR

ESA will prepare an Administrative Draft EIR that will include the following:

Executive Summary. The Executive Summary will summarize: the project's objectives; project description; discussion of alternatives considered; key findings; and areas of controversy as relevant. This chapter will also include a table summarizing the impacts and associated mitigation measures along with the level of significance.

Introduction. The introduction chapter will; describe the environmental review and approval process; scope of the EIR analysis; and organization of the EIR.

Project Description. ESA will revise the Project Description developed under Task 2 to address MMWD comments.

Environmental Analysis. This chapter of the EIR will include individual sections for the environmental resource areas to be evaluated. The analyses will evaluate the project-specific and cumulative impacts associated with implementation of the project. It is assumed that all available data, reports, and engineering designs for the project will provided to ESA for incorporation into the EIR analysis. The information will be used to provide substantial support of the analysis of impacts in the EIR. Biological and cultural resource field surveys have already been conducted for the project. The results of the AB52 consultation (Task 3) will be incorporated into the cultural resources and tribal cultural resources sections of the EIR.

Each section will include the following:

Environmental and Regulatory Setting. The setting discussion will provide sufficient

background information to characterize existing environmental conditions associated with the project area to provide context for the impact analysis. The setting will also include a discussion of relevant regulatory conditions that shape the assumptions and the policy environment for implementation of the project.

Significance Criteria. The standards of significance will be based on Appendix G of the CEQA Guidelines and will be used to determine the significance of identified impacts.

Impacts and Mitigation Measures. The impacts and mitigation measures section will include the analysis of project-specific and cumulative impacts associated with implementation of the project. For any identified significant impacts, ESA will develop feasible mitigation measures to reduce the magnitude of the impact. The mitigation measures will identify the action, responsible party and timing of implementation to facilitate development of the Mitigation Monitoring and Reporting Program (MMRP). The impact analysis will assume compliance with relevant existing laws (including ordinances) when making a finding of significance. For those impacts that cannot be adequately mitigated to a level below the significance criterion (i.e., significant and unavoidable impacts), applicable mitigation measures (if any) will still be identified and an explanation as to why the impact cannot be adequately mitigated provided to inform the Findings of Fact and Statement of Overriding Considerations that will support the MMWD Board of Director's decision on EIR certification and project approval.

Alternatives Analysis. The EIR will include an analysis of reasonable alternatives to the project that will be developed in consultation with the MMWD drawing on information developed by MMWD and the engineering team. For scoping purposes, in addition to the No Project Alternative ESA assumes up to four alternatives will be evaluated at a level of detail consistent with the requirements of CEQA Guidelines Section 15126.6. The analysis will include discussion of a non-structural options (e.g., exploring the possibility of offsetting the need for supplemental water supplies through conservation). The analysis will include a discussion of project impacts compared to each alternative, including any project impacts that would be avoided, and any new impacts attributable to an alternative. A discussion of each of the alternative's ability to achieve project objectives will be provided, along with identification of the Environmentally Superior Alternative. A summary matrix comparing project impacts to each alternative will be included. The Alternatives chapter will also include a discussion of any alternatives considered but eliminated from further consideration based on infeasibility, inability to meet most of the basic objectives of the project, and/or inability to reduce one or more significant environmental impacts.

The alternatives analysis will draw on MMWD's Strategic Water Supply Assessment and other pertinent reports.

Other Required Sections. In addition to the sections described above, ESA will prepare all other statutory required:

Growth-Inducing Impacts. The growth inducement analysis will include an evaluation of the project's growth inducement potential associated with provision of water service due to emergencies. ESA will confirm the approach to the growth inducement evaluation with MMWD's attorney before starting on this section.

Summary of Significant and Unavoidable Impacts. This section will present a summary of any significant and unavoidable impacts identified for the project in the individual environmental resource area sections.

Significant and Irreversible Environmental Changes. This section will describe significant and irreversible changes to the environment that could result from project implementation.

Technical Resource Areas to be Evaluated in the EIR

As described above, each technical resource section in the Environmental Analysis chapter will include descriptions of the existing environmental setting, applicable regulatory framework, description of methods and approaches to analyses, evaluation of potential impacts, and identification of applicable feasible mitigation measures. The following presents the scopes for select resource topics to be evaluated in this EIR.

Aesthetics

The aesthetics section of the EIR will describe the existing visual character in the vicinity of the project components. The analysis will define the existing environment in terms of visual character and quality, as well as viewer sensitivity and exposure; assess the degree of resource change (i.e., visual change/contrast) and viewer response; and determine the significance of the visual impact. As the project is located in an urbanized area, as defined by CEQA Guidelines Section 15387 and mapped by the U.S. Census Bureau, the project's visual impact will also be assessed for potential conflict with applicable zoning and other regulations governing scenic quality. The analysis will also assess whether the project would create new sources of light and/or glare in such a way as to cause public hazard or annoyance for a sustained period of time.

Air Quality

The project site is located within the San Francisco Bay Area Air Basin (SFBAAB) under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). The air quality section for the EIR, will include a brief setting section summarizing the environmental setting including the pollutants of concern for the SFBAAB, existing air quality data from nearby monitoring stations and sensitive receptors in the vicinity of the project site, regulatory context at the federal, state regional levels, and significance thresholds used for impact evaluation. The air quality impact discussion will include an analysis of both construction and operational impacts based on the BAAQMD's guidance in its more recent CEQA Air Quality Guidelines (currently 2017 Guidelines).

Criteria pollutant emissions associated with pipeline installation, construction of pump stations and tanks will be quantified using the most recent version of California Emissions Estimator Model (CalEEMod, version 2020.4.0) and project-specific data including construction schedule and phasing, off-road construction equipment used under each phase, and the number of construction vehicle trips. ESA will rely on project-specific construction data provided by MMWD. Estimated emissions will be compared to the BAAQMD's significance thresholds for construction to determine impacts. As CalEEMod does not quantify emissions from marine equipment, emissions from the use of barges, tug boats and other marine equipment during construction of the project will be calculated using approved California Air Resources Board and/or U.S. EPA factors. Mitigation measures will be identified, if necessary, to mitigate any significant impacts. Because the proposed project involves minimal operational activities that would generate emissions, operational impacts are expected to be primarily maintenance related and will be assessed qualitatively. The project will also be evaluated for consistency with the BAAQMD's 2017 Clean Air Plan developed by the BAAQMD to bring the SFBAAB to attainment with respect to particulate matter and ozone.

In addition to criteria air pollutant emissions, construction activities would generate toxic air contaminants (TACs), primarily diesel particulate matter (DPM), from the combustion of diesel fuel in offroad construction equipment, marine equipment and on-road construction vehicles, which could pose an increased health risk to sensitive receptors in the vicinity of the project construction sites. The BAAQMD recommends that a health risk analysis be conducted when sensitive receptors are located within 1,000 feet of emission sources including construction activities and the Office of Environmental Health Hazard Assessment (OEHHA) recommends health risk analysis for projects involving construction activities that last at least 2 continuous months. In this case, most of the project components are not in the vicinity of sensitive receptors and pipeline construction near sensitive receptors would progress linearly, limiting exposure duration to nearby receptors. However, receptors in the vicinity of the Richmond pump station could be exposed to elevated DPM concentrations during construction activities. To assess exposure of these receptors to DPM emissions from construction activities at the Richmond pump station, ESA will prepare a screening level health risk assessment using U.S. EPA's AERMOD dispersion model and risk assessment parameters specified by OEHHA. Estimated health risks will be compared to project-level thresholds from the BAAQMD to determine significance.

Potential odor impacts from construction emissions will be assessed qualitatively by considering the location of sensitive receptors and the duration of construction odors.

Lastly, ESA will qualitatively analyze the Project's contribution to the cumulative air quality impacts, both localized and regional based on other existing and planned project emissions in the area.

Biological Resources

Based on ESA's experience writing the first draft of the Natural Environment Study-Minimal Impact (NES-MI) for the project, our current understanding of the key biological issues related to project construction, operation and maintenance are the presence of open water habitat for special-status fish and marine mammal species (e.g., salmonids, green sturgeon, longfin smelt, harbor porpoise), an historic harbor seal colony on Castro Rocks, a known double-crested cormorant rookery and peregrine falcon nesting habitat on the Richmond-San Rafael Bridge and ospreys that nest in the vicinity of the Bridge. ESA biologists will use the results of the draft NES-MI, including special-status species database searches, habitat mapping and survey results, and the project description to assess the impacts of project construction, operation, and maintenance.

With the information and data gathered from the above tasks, ESA will prepare an environmental setting for the EIR that describes resource conditions and the regulatory framework. The environmental setting will contain (1) a vegetation/habitat map of the project area; (2) description of special-status plant and animal species that potentially could be found in the proposed project area, and (3) a description of any potentially jurisdictional wetlands and other waters found in the proposed project area.

The analysis of biological resources will address direct, indirect, and cumulative impacts to natural communities/habitats, wetlands and riparian habitat, and special-status species potentially affected by the proposed project. If significant impacts are identified, appropriate feasible mitigation measures will be proposed.

Cultural Resources and Tribal Cultural Resources

The EIR will include separate sections addressing cultural resources and tribal cultural resources. Based on the findings of the Historic Properties Survey Report, Historical Resources Evaluation Report, and Archaeological Survey Report already completed as part of the Section 106 process for Caltrans requirements, as well as the AB 52 consultation (see Task 3), ESA will prepare the CEQA EIR cultural resources and tribal cultural resources sections for the project. This will include summarizing the background and regulatory setting, the impact analysis methodology, and recommended mitigation measures in order to minimize impacts to cultural resources and tribal cultural resources.

Energy

Equipment and vehicles used in construction activities consume energy resources such as diesel and gasoline fuels. Once operational, energy usage would be primarily from the operation of the pumps at the pump stations, vehicle trips to the sites to conduct O&M activities and the routine testing of emergency generators. The energy section will include data on energy use at the state and regional levels as well as a discussion of applicable state and local plans related to energy use and conservation. The project's energy use will be evaluated against policies and standards established by these plans, and according to CEQA significance criteria for energy impacts. The section will assess the project's potential effects on consumption of energy resources during construction and any possible changes in energy demand over the long term.

Greenhouse Gases

The Greenhouse Gases (GHG) section will include a brief setting explaining the various GHGs emitted, the regulatory context at the federal, state and local levels including applicable plans and policies, and the significance thresholds applicable to the project. The project would result in GHG emissions during both construction and operation. Construction activities would generate direct emissions from combustion of fuel in construction equipment and vehicles. Over the long term, the project would generate direct emissions from vehicle trips related to O&M, testing of the emergency generators and indirect emissions from the increase in electricity use at the pump stations. ESA will estimate GHG emissions associated with project construction and operation using CalEEMod and other tools and emission factors from CARB and U.S. EPA, as appropriate. The impact analysis will be conducted using the criteria in the Appendix G CEQA checklist.

The GHG significance thresholds in the BAAQMD 2017 CEQA Guidelines are outdated as they address GHG reductions needed to achieve the AB 32 goal for 2020. The guidelines have not been updated to provide quantitative significance thresholds for evaluation of a project's impacts with respect to SB 32's GHG reduction goals for 2030. Alternatively, the BAAQMD provides consistency with a qualified GHG Reduction Strategy as a threshold for the evaluation of a project's GHG impacts. ESA has not confirmed whether MMWD has adopted a qualified GHG Reduction Strategy. The project area traverses the jurisdictions of the cities of Richmond and San Rafael. The City of Richmond has not updated its Climate Action Plan to address GHG reduction goals specified by SB 32. Therefore, the project's impacts could be analyzed by consistency with the City of San Rafael Climate Change Action Plan. Updated in 2019, the Climate Change Action Plan includes a roadmap to achieve the interim reduction targets of 40 percent below 1990 levels by 2030 set by the state.

The project will also be assessed for consistency with the BAAQMD's 2017 Clean Air Plan, the state's 2017 Climate Change Scoping Plan Update for achieving the statewide GHG target mandated by SB 32, and Executive Order No. S-3-05 that established a goal of reducing the State's GHG emissions to 80 percent below the 1990 level by the year 2050.

Similar to air quality, the discussion on operational GHG emissions will be qualitative. Mitigation measures will be developed if impacts are identified to be significant.

Hydrology and Water Quality

The hydrology and water quality section of the EIR will include a description of existing surface and groundwater hydrological conditions in the project area and applicable state, federal, and local regulations that pertain to surface and groundwater resources. The existing hydrologic setting of the region and project area will be presented, including major waterways, drainages, the extent of floodplains and flood zones, status of regional flood management, and description of water quality. The EIR will include an assessment of potential effects associated with any dewatering needed to accommodate project construction.

The discussion of potential construction impacts on water quality associated with surface drainage will focus on documenting the project's compliance with the State's National Pollutant Discharge Elimination Permit (NPDES) requirements including the construction general permit.

Noise and Vibration

The Noise and Vibration section will be based in part on the draft technical memorandum summarizing the Noise Analysis for the Marin East Bay Emergency Intertie Project prepared by ESA. If technical memoranda prepared by Wilson Ihrig on the pump station design are made available to ESA, we will incorporate that information as well. To define the existing environmental setting with respect to noise, ESA will describe the existing noise environment in the project area, focusing on sensitive receptors located in proximity to project areas. Sensitive receptors are located in the vicinity of the Richmond pump station and along a portion of the alignment within the City of Richmond. ESA will characterize the ambient noise environment in the vicinity of the Richmond pump station based on the 24-hour noise measurement collected in late 2021. The setting section will also summarize state and local noise policies, regulations, and standards from both the cities of San Rafael and Richmond, as they would pertain to the project, and discuss applicable noise ordinances and existing General Plan policies. Specific restrictions or limitations on noise-generating activities related to construction and vehicular movement (e.g., truck routes and unloading) that could occur due to the proposed project will be discussed.

The project would generate noise impacts during both construction- and operation-related activities. ESA will work with MMWD to obtain an updated construction equipment list and update the construction noise impact analysis presented in the technical memorandum. Noise impacts from marine equipment will be discussed qualitatively as these activities are likely to not take place in the vicinity of sensitive receptors. Noise impacts to biological resources, particularly marine life, will be discussed as part of the Marine Mammal Harassment Avoidance Plan (see Task 10, below) and, if appropriate, in the Biological Resources section of the EIR.

In addition, ESA will assess construction-related vibration levels from standard construction equipment based on proximity to structures (both historic, if any, and non-historic) and vibration exposure standards developed by the Federal Transit Administration in the absence of any existing policies in the general plans of Richmond and San Rafael. (Vibration was not addressed in the draft noise technical memorandum.)

ESA will summarize operational noise impacts of the project based on the analysis in the technical memorandum.

ESA will identify practical, feasible mitigation measures including the use of performance standards to address identified significant impacts and evaluate whether mitigation measures would reduce the impacts below a level of significance.

Recreation

The recreation section of the EIR will characterize existing recreational uses in the vicinity of the proposed project components. The analysis will assess potential short-term (construction phase) and long-term (operational) interference of accessibility to recreational uses along the Richmond-San Rafael Bridge and other resources in the proposed project area, including the Bay Trail system. Effects on trail use is expected to be a topic of interest to stakeholders and members of the community. ESA proposes to include robust discussion of this topic based on available information.

Transportation

While the analysis of transportation will address potential impacts under operation and maintenance conditions, the focus of the analysis will be on construction-related impacts. Using field reconnaissance and data available from Caltrans, the City of Richmond, and the City of San Rafael, the transportation section will describe the various highways, roads, and alternative transportation routes that could be affected by construction of the potable water pipelines, pump stations, and storage tanks. Documentation provided by MMWD and the project engineers will be used to analyze impacts related to truck hauling activities and workers commuting to the project area. Potential impacts during construction will be described related to the traffic capacity of the area's roadway network; traffic safety hazards; adequacy of emergency vehicle access; and conflicts with alternative transportation modes (i.e., public transit, bicycles and pedestrians). Feasible mitigation measures to reduce, or eliminate, significant impacts associated with construction of the proposed project will be developed, as needed. After construction is completed, the amount of local vehicular traffic is not expected to measurably change from existing conditions, and, therefore, a qualitative analysis of operation and maintenance impacts is proposed.

Utilities and Service Systems

The evaluation of utilities and service systems in the project area is expected to focus on potential disruption during construction.

Subtask 5.2: Screencheck Draft EIR

Following receipt of a consolidated set of comments from MMWD on the administrative draft EIR, a meeting will be conducted to discuss comments and resolve approach to revisions. Following that meeting, ESA will revise the Administrative Draft EIR and prepare a Screencheck Draft EIR for final review and approval prior to publication of the Public Draft EIR. It is assumed that the any edits provided will be editorial and will not result in any new technical analysis.

Subtask 5.3: Public Draft EIR

Based on any corrections or revisions to the Screencheck Draft EIR provided via one set of consolidated comments from the MMWD, ESA will prepare the Public Draft EIR for the mandated 45-day public review period. ESA also will prepare the Notice of Availability (NOA) and NOC. ESA will submit electronic files of the NOA, NOC, Office of Planning and Research Summary Form, and the Draft EIR to the State Clearinghouse CEQAnet Portal. ESA will submit electronic files of the NOA to two (2) newspapers of local circulation in the San Rafael and Richmond communities, as well as the Contra Costa County and Marin County clerk's offices. A CD with the Draft EIR will be sent to up to three libraries in or nearest the project area. MMWD

will be responsible for any publication or noticing fees. It is assumed that MMWD will e-mail and mail out copies of the NOA to the distribution list. ESA will provide a web-ready version of the NOA and Draft EIR for MMWD to post on its websites. ESA has included a budget of \$4,000 for producing printed copies of the Draft EIR.

If the documents are required to meet Americans with Disabilities Act (ADA) requirements, ESA will provide a separate scope and cost for this task.

Task 5 Deliverables:

- 1 Administrative Draft EIR (electronic)
- 1 Screencheck Draft EIR (electronic)
- Draft EIR (electronic version; web-ready version; printed copies of the Draft EIR for MMWD)
- Draft and final NOA
- Draft and final NOC

Task 6: Final EIR

Subtask 6.1: Administrative Final EIR

Following completion of the 45-day public review period, ESA will compile all written and oral public and agency comments received on the Draft EIR. ESA will meet with MMWD to discuss approach to addressing comments received and to make assignments for responding to comments. At the meeting, potential development of Global Responses will be discussed. Following the meeting and response assignments, ESA will prepare responses to comments. The responses to comments will be incorporated into the Final EIR which will be prepared in accordance with CEQA Guidelines section 15132. In addition to the responses to comments, the Final EIR will include: a list of agencies and persons commenting; bracketed comment letters; and a summary of any text changes (in response to comments or staff initiated). The Administrative Final EIR will also include a draft Mitigation Monitoring and Reporting Program (MMRP) for any mitigation measures identified in the Draft EIR.

The Administrative Final EIR will be submitted to MMWD for review. Based on comments received, ESA will revise the administrative draft and submit it for screencheck review.

Subtask 6.2: Screencheck Final EIR

Following receipt of a consolidated set of comments from MMWD, a meeting will be scheduled to discuss comments and resolve approach to revisions. Following that meeting, ESA will revise the Administrative Final EIR and prepare a Screencheck Final EIR, including the MMRP, for final review and approval prior to publication of the Final EIR. It is assumed that the edits provided will be editorial and will not result in any new technical analysis.

Subtask 6.3: Final EIR

Based on any revisions to the Screencheck Final EIR, ESA will prepare the Final EIR, including the MMRP. ESA will provide MMWD with the responses to agency comments for MMWD to distribute 10 days prior to the certification hearing. ESA has included a budget of \$2,000 for producing printed copies of the Final EIR.

Task 6 Deliverables:

- 1 Administrative Final EIR
- 1 Screencheck Final EIR

- Final EIR (electronic version; web-ready version, printed copies of the Final EIR for MMWD)

Task 7: Draft Findings of Fact and Statement of Overriding Considerations Document

ESA will draft the Findings of Fact and Statement of Overriding Considerations, if needed, in a format provided by MMWD. MMWD will finalize the documents for use at the CEQA certification and project approval hearings.

Task 7 Deliverables:

- Draft Findings of Fact and Statement of Overriding Considerations (electronic)

Task 8: Post-Certification and Project Approval Support

Following EIR certification and project approval, ESA will prepare a draft Notice of Determination (NOD) for MMWD review and will make one set of revisions based on MMWD comments. ESA will electronically submit the NOD to the State Clearinghouse CEQAnet Portal. ESA will submit electronic files of the NOD to the Contra Costa County and Marin County clerk's offices. ESA will provide a web-ready version of the NOD and Final EIR for MMWD to post on its website. MMWD will be responsible for the NOD and California Department of Fish and Wildlife fees.

As part of this task, ESA will also submit an electronic file folder (e.g., DropBox or similar) or USB-C storage device, that includes the references incorporated into the EIR for the administrative record to MMWD.

If the documents are required to meet Americans with Disabilities Act (ADA) requirements, ESA will provide a separate scope and cost for this task.

Task 8 Deliverables:

- Draft and final NOD
- Electronic file folder with EIR references

Task 9: CEQA Public Meetings and Stakeholder Outreach Support

Subtask 9.1: CEQA Public Meetings

At MMWD's request, ESA's Project Manager and Project Director will attend up to six public meetings at 2 hours each, which could include: 3 public scoping meetings; 2 public meeting during the Draft EIR circulation period; and 1 EIR certification meeting to answer any questions. It is assumed that all meetings will be held virtually, and ESA will work with MMWD to prepare scoping meeting materials, including a power point presentation. MMWD will be responsible for meeting logistics and court reporter, if needed.

Subtask 9.2: Stakeholder Meeting Support

At MMWD's request, ESA's Project Manager and up to two other staff will participate in up to 10 stakeholder outreach meetings to be organized by MMWD and held virtually. ESA will work with MMWD to prepare meeting materials.

Task 9 Deliverables:

- Public meeting materials, including power point presentation, sign in sheet, comment card and fact sheet
- Stakeholder outreach meeting materials

Task 10: NEPA Approval Support Services

Because I-580 through the project area remains under the authority of the Federal Highway Administration (FHWA), Caltrans, under delegated authority from FHWA, must review elements of the project that encroach into I-580 right-of-way for compliance with NEPA. Caltrans will be the NEPA Lead Agency for the project. It is assumed that, consistent with all discussions with Caltrans to date, Caltrans will issue a Categorical Exclusion (CE) for the project pursuant to NEPA.

To support Caltrans' issuance of a NEPA CE for the Project, ESA will finalize the technical memoranda described below. Following Caltrans approval of technical memoranda, ESA will draft a Caltrans Categorical Exclusion Checklist (revised June 2021) and a Non-highway Projects Under the 2021 Programmatic Agreement: CEQA Exemption/NEPA Categorical Exclusion Determination Form (revised May 2021) and provide them to Caltrans for their use in issuing the NEPA CE.

Subtask 10.1 Natural Environment Study – Minimal Impact

To support NEPA approval by Caltrans for the project's encroachment into the I-580 right-of-way, as well as to inform preparation of the EIR, ESA will update the existing draft NES-MI (January 2022 version), revising it based on further input from Caltrans. ESA will produce a screen-check document for a second round of review, followed by a final version of the document.

Subtask 10.2 Marine Mammal Harassment Avoidance Plan

ESA will prepare a marine mammal harassment avoidance plan compliant with the Marine Mammal Protection Act to ensure that the project results in negligible disturbance to the harbor seals present at Castro Rocks. The harassment avoidance plan will identify construction activities and potential impacts, as well as outline measures that limit the potential for visual and auditory disturbances during construction. These include seasonal work restrictions, measures to reduce airborne noise levels, and methods to prevent a direct line-of-sight between hauled-out harbor seals and active construction. This task includes time for direct coordination with NOAA and Caltrans, including a meeting to discuss measures to include within the plan.

Subtask 10.3 Noise Memorandum

ESA has prepared a noise evaluation for the Project and drafted a memorandum to support Caltrans' evaluations. ESA will complete the memorandum using responses to the RFI (see Task 1) and submit the memorandum to MMWD and then to Caltrans.

Subtask 10.4 Air Quality Memorandum

ESA has conducted initial modeling runs for air pollution emissions for the Project. Those emissions will be recalculated using responses to the RFI (see Task 1) and ESA will submit the memorandum to MMWD and then to Caltrans.

Subtask 10.5 Hazardous Materials Memorandum

ESA submitted a draft Hazardous Materials Memorandum to Caltrans. ESA will revise the memo to respond to Caltrans' comments.

Subtask 10.6: Caltrans Categorical Exclusion Checklist and Form

ESA will draft the Categorical Exclusion Checklist and Form and submit to Caltrans. It is anticipated that Caltrans will finalize these documents.

Task 10 Deliverables:

- Second Draft NES-MI
- Final NES-MI
- Second Draft Noise Memorandum
- Final Noise Memorandum
- First Draft Air Quality Memorandum
- Second Draft Air Quality Memorandum
- Final Air Quality Memorandum
- Final Hazardous Materials Memorandum
- Draft Caltrans Categorical Exclusion Checklist
- Draft CEQA Exemption/NEPA Categorical Exclusion Determination Form

Task 11: Environmental Permitting Support

ESA will assist MMWD in securing approval from the Bay Conservation and Development Commission (BCDC). ESA will continue to respond to requests from BCDC and Caltrans and augment the application, as needed. ESA will revise the BCDC permit application to address items identified in Ethan Lavine's (BCDC) email to Arnica McCarthy (Caltrans) and sent to Paul Sellier on January 12, 2021. Applicable documents identified in this scope will be provided to BCDC at their request. ESA anticipates that MMWD will need to provide or confirm many of the items called for in the email. Up to four meetings with BCDC and Caltrans staff is assumed for this scope; ESA will assist with presentations, agendas, and minutes as applicable. This task assumes up to 16 hours of meetings and meeting support for the BCDC lead, up to 12 hours of meetings for Project Management, and up to 4 hours of meetings for biologists.

Task 11 Deliverable:

- Revised BCDC Application
- Meeting agendas and minutes

Task 12: Project Management and Team Meetings

Ongoing project management efforts will include internal coordination and check-ins with ESA staff and coordination with MMWD (and Caltrans, with regard to Task 10) throughout development of the EIR and the CEQA process. ESA's Project Manager and Deputy Project Manager will participate in up to 28 1.5-hour virtual calls/meetings throughout development of the EIR (i.e., twice monthly meetings throughout the 12-14-month schedule).

Under Task 1, ESA will participate in one project kick-off meeting. ESA will also participate in a

total of 3 virtual calls/meetings to review comments on the CEQA document. It is assumed that ESA's Project Manager and Deputy Project Manager and key technical staff will participate in these meetings. It is assumed each of these meetings would be up to 3 hours and would occur as part of the following tasks/subtask:

- Subtask 5.2 – discuss MMWD comments on the Administrative Draft EIR
- Subtask 6.1 – review public and agency comments received on the Draft EIR
- Subtask 6.2 – discuss MMWD comments on the Administrative Final EIR

This task also includes 8 hours per month of project management time for ESA's Project Manager and 8 hours per month of ESA's Deputy Project Manager to track budget and schedule, report on progress, and coordinate tasks.

Optional Services

Examples of potential optional services for the Project are listed below. If MMWD determines that an optional service is needed, ESA will prepare a scope and budget for that specific task. ESA's budget (Attachment B) \$30,000 to cover potential optional services. However, ESA cannot utilize the optional services budget without written authorization from MMWD.

- Revising the project description and technical analyses in response to substantive changes in the project.
- Evaluating an alternative at an equal level of detail as the proposed project.
- Producing additional materials to support Caltrans' NEPA evaluation in response to requests from Caltrans.
- Revising document formats to meet Americans with Disabilities Act (ADA) requirements
- Delays in the schedule not caused by ESA.
- Developing permit application materials for agencies other than BCDC.

Schedule

Completion of this scope of work is anticipated to take 12-14 months.

Budget

Attachment B presents the budget for completing this scope of work.

Assumptions

- Execution of the scope of work is anticipated to last 12-14 months.
- The project components and design will not change substantially once the project description has been reviewed by MMWD and environmental impact evaluations are underway. No substantial changes to the project footprint that would result in potential impacts to vegetation communities/habitats identified in the existing NES-MI are anticipated.
- EIR will evaluate one project alternative in detail: the proposed project described in Attachment A. Other alternatives will be evaluated at a lesser level of detail consistent with CEQA requirements.
- No field surveys are included in this scope of work (since fieldwork has already been

completed).

- ESA assumes that cultural resources documentation completed to date will not need to be revisited and that compliance with Section 106 of the National Historic Preservation Act is complete.
- The Marine Mammal Harassment Avoidance Plan will be sufficient to support a No Effect finding by Caltrans under Section 7. Preparation of a Biological Assessment and Section 7 informal or formal consultation is not included in this scope.
- MMWD will provide one set of consolidated comments in a timely manner for each product review cycle.
- ESA will complete the Phase 1 environmental site assessment for 253 Tewksbury. This scope does not include any other Phase 1 site assessment, nor does it include remediation services.
- The scope of work for transportation impacts includes preparing an EIR transportation section that responds to CEQA significance thresholds. The scope does not include a traffic analysis or a traffic impact study (e.g., assessment of changes in intersection levels of service). Such services could be provided via a separate scope and budget.
- ESA will submit the Notice of Preparation, the Draft EIR and the Final EIR to the State Clearinghouse and will file notices with the county clerks of Marin and Contra Costa counties. MMWD will be responsible for all other distribution of public notices and documents required under the CEQA guidelines, as well as the payment of any fees or publishing costs.
- Caltrans, as the NEPA Lead Agency for the project, will issue a Categorical Exclusion pursuant to NEPA.
- Caltrans will not request a preliminary environmental assessment.

**Attachment B: MMWD Marin East Bay Emergency Intertie Project CEQA Document
ESA Labor Detail and Expense Summary**



Employee Names															Subtotal	Total Hours	Expenses (includes 15% markup)	Total Cost
	Easter (AQ/GHG)		Sanchez (Noise)	Schuster (GHG)						Hensel (Hydro)	Le/Castelzo (AQ/GHG/N/E)							
	Logue (Caltrans)		Rosenblum (Traffic)	Davis (Aes)	Iyer (AQ/GHG/N/E)	Patterson (AQ/HRA)	Leidy (Aquatic)			Setzler (AQ/GHG/E)	Carroll (Geo)	Publications						
Moore (PD)	Hamilton (PM)	Burns (Geo/Hydro/HazMat)	Grady (Cultural)	Koenig (Cultural)	Dunn (BCDC)	GIS	Walther (Bio)	Maudru (DPM)	Biologist	Project Associate	Project Associate	Graphics						
Labor Category	Senior Director I	Director III	Director II	Managing Associate III	Managing Associate II	Managing Associate II	Senior Associate III	Senior Associate II	Senior Associate I	Associate II	Associate II	Associate I	Project Technician III					
Task #	Task Name/Description	\$ 275	\$ 260	\$ 245	\$ 220	\$ 205	\$ 185	\$ 170	\$ 160	\$ 135	\$ 135	\$ 115	\$ 130			\$ -		
1.0	Project Initiation	2	8		4		4		16					\$ 6,890	34.00		\$ 6,890	
2.0	Project Description and Env'tal Support for Strategic Water Supply Assessment																	
2.1	Environmental Support for Strategic Water Supply Assessment		40					16	40					\$ 19,520	96.00		\$ 19,520	
2.2	CEQA Project Description		24						24			40		\$ 14,680	88.00		\$ 14,680	
3.0	AB 52 Tribal Consultation		2			16								\$ 3,800	18.00	\$ 345.00	\$ 4,145	
4.0	Notice of Preparation		24						32				4	\$ 11,880	60.00		\$ 11,880	
5.0	Draft EIR																	
5.1	Administrative Draft EIR	40	160				40		120		40		40	\$ 89,800	440.00	\$ 230.00	\$ 90,030	
	Summary, Introduction								16					\$ 2,560	16.00		\$ 2,560	
	Aesthetics				48									\$ 9,840	48.00		\$ 9,840	
	Agriculture and Forestry											36		\$ 4,140	36.00		\$ 4,140	
	Air Quality + HRA					60	4				8	16		\$ 15,960	88.00		\$ 15,960	
	Biological Resources							40		40				\$ 12,200	80.00	\$ 575.00	\$ 12,775	
	Cultural Resources/Tribal Cultural Resources			24	48									\$ 15,120	72.00		\$ 15,120	
	Energy					12						16		\$ 4,300	28.00		\$ 4,300	
	GHG				4	4					30			\$ 5,690	38.00		\$ 5,690	
	Geo/Soils		4									40		\$ 5,580	44.00		\$ 5,580	
	Hazards		40											\$ 9,800	40.00		\$ 9,800	
	Hydro + WQ		4								40			\$ 6,380	44.00		\$ 6,380	
	Land Use							40						\$ 6,400	40.00		\$ 6,400	
	Noise			4		16						16		\$ 6,000	36.00		\$ 6,000	
	Pop Housing										24			\$ 3,240	24.00		\$ 3,240	
	Public Services										24			\$ 3,240	24.00		\$ 3,240	
	Recreation										48			\$ 6,480	48.00		\$ 6,480	
	Transportation			48										\$ 10,560	48.00		\$ 10,560	
	Utilities and Service Systems											24		\$ 2,760	24.00		\$ 2,760	
	Wildfire											24		\$ 2,760	24.00		\$ 2,760	
	Alternatives Analysis	8	152	12	12	12		12	152				14	\$ 80,400	386.00		\$ 80,400	
	Cumulative Project List, Other CEQA including Growth			40					80			80		\$ 31,800	200.00		\$ 31,800	
5.2	Screencheck Draft EIR	10	64	18		28		36	84			40	42	\$ 59,160	322.00		\$ 59,160	
5.3	Public Draft EIR		24	4		8		8	30			30	24	\$ 21,590	128.00	4230	\$ 25,820	
6.0	Final EIR																	
6.1	Administrative Final EIR	8	120	6	24	48	40	8	24	160		60	60	\$ 104,050	558.00		\$ 104,050	
6.2	Screencheck Final EIR		60	4		40	20		60			60	24	\$ 48,500	268.00		\$ 48,500	
6.3	Final EIR		20	2		40			20			60	20	\$ 26,590	162.00	2000	\$ 28,590	
7.0	Findings and SOC		4						32				4	\$ 6,680	40.00		\$ 6,680	
8.0	Post-certification and Approval Support		16						16			16	4	\$ 9,080	52.00	\$ 345.00	\$ 9,425	
9.0	CEQA Public Meetings and Stakeholder Outreach Support																	
9.1	CEQA Public Meetings and Stakeholder Outreach Support		30						30			24	12	\$ 16,920	96.00	\$ 575.00	\$ 17,495	
9.2	Stakeholder Meeting Support	16	60					12	60			48	30	\$ 41,060	226.00	\$ 575.00	\$ 41,635	
10.0	NEPA Approval Support Services																	
10.1	Natural Environmental Study - Minimal Impact		12						60	12		16		\$ 17,080	100.00	\$ 575.00	\$ 17,655	
10.2	Marine Mammal Harassment Avoidance Plan		12						40	12		24		\$ 14,600	88.00	\$ 575.00	\$ 15,175	
10.3	Noise Memorandum		4				16							\$ 4,320	20.00		\$ 4,320	
10.4	Air Quality Memorandum		4			24								\$ 5,960	28.00		\$ 5,960	
10.5	Hazardous Materials Memorandum		4	24										\$ 6,920	28.00		\$ 6,920	
10.6	Caltrans Categorical Exclusion Checklist and Form		40						24					\$ 14,240	64.00		\$ 14,240	
11.0	Environmental Permitting Support		16				140		8	10		48		\$ 41,340	222.00	\$ 575.00	\$ 41,915	


12.0	Project Management and Team Meetings	24	288						288						\$ 127,560	600.00		\$ 127,560
13.0	Optional Services (To be Determined by MMWD)														\$ -	-		\$ -
Total Hours		108	1,188	158	116	256	384	52	256	1,358	40	214	718	278		5,126		\$ 30,000
Total Labor Costs		\$ 29,700	\$ 308,880	\$ 38,710	\$ 25,520	\$ 52,480	\$ 78,720	\$ 9,620	\$ 43,520	\$ 217,280	\$ 5,400	\$ 28,890	\$ 82,570	\$ 36,140	\$ 957,430		\$ 10,600.00	\$ 998,030
TOTAL PROJECT COST																	\$ 998,030	



First Public Hearing- Redistricting

TO: Board of Directors

FROM: Molly MacLean, General Counsel 
Jerrad Mills, Staff Attorney 

THROUGH: Ben Horenstein, General Manager 

DIVISION NAME: Office of the General Counsel

ITEM: Public Hearing- 2020 Census Data & Adjustment of Director Division Boundaries
(Redistricting)

SUMMARY

On September 23, 2021 and January 27, 2022 respectively, District staff presented an overview of the redistricting process at the District's Finance and Administration Committee meetings. Tonight, staff will provide the Board and public an in-depth overview of the final adjusted 2020 census data, detail the proposed process and timeline for redistricting, review necessary adjustments to director division boundaries, and unveil the newly adjusted division boundary maps for public review and comment. The Board will then open the first public hearing on redistricting to solicit public input on any issues related to the redistricting process, including identifying communities of interest within the divisions.

DISCUSSION

A five-member Board of Directors governs our District, with each director elected to represent one of five geographic areas. The directors serve overlapping four-year terms.

Following each decennial census the District is required to review and, if needed, adjust its electoral division boundaries to ensure that electoral divisions are, as far as practicable, equal in population and in compliance with the federal and state voting rights laws. While adjusting the boundaries of the divisions, the Board may also consider the following factors: (1) topography, (2) geography, (3) cohesiveness, contiguity, integrity, and compactness of territory, and (4) communities of interest within the divisions. A "community of interest" is a population that shares common social or economic interests that should be included within a single division for purposes of its effective and fair representation. Before adjusting the boundaries of a division, the Board is required to hold two public hearings on the matter.

Since the discussion of the redistricting process at the September 23, 2021 meeting, the District received the final adjusted 2020 census data, which had been substantially delayed due to the COVID-19 pandemic. Additionally, the legislature passed Senate Bill (SB) 594 on September 27, 2021. SB 594 requires the District to adopt its adjusted division boundaries by no later than

April 17, 2022. This new deadline for adoption is several weeks earlier than previously required.

2020 Census Data

The final adjusted 2020 census data indicates that total population in the District service area increased by 8,211 people when compared to the 2010 data. This resulted in a 2020 total population of 192,961, up from 184,750 in 2010. The average number of people in each division increased from 36,950 to 38,592 from 2010 to 2020. Below are the population numbers for each division.

Division	2010 Population	2020 Population	Population Gain
1 (Director Gibson)	36875	38558	1,683
2 (Director Schmitt)	36953	39005	2,052
3 (Director Bragman)	37105	38701	1,596
4 (Director Koehler)	36688	38471	1,783
5 (Director Russell)	37129	38226	1,097

Given that the increases in population were dispersed in a manner that continues to result in relatively equal populations in each division, staff does not envision changes to division boundaries for the sole purpose of maintaining near equal populations in each division to be required. However, some adjustments to division boundaries should be considered to ensure realignment with new census block boundaries.

Non-Census Related Division Boundary Adjustments

In addition to adjustments to division boundaries following the 2020 census, staff will also be presenting several required non-census adjustments. These required adjustments will ensure that newly annexed areas are included within a division and that the division boundaries realign with the District's revised LAFCo service area. Additional adjustments should also be considered to ensure that District divisions align with city/town boundaries, to the extent possible.

The proposed adjustments discussed above are included in the attached maps. They are labeled either "Census", which indicates realignment due to a census block adjustment, or "LAFCo", which indicates a realignment with LAFCo's current maps of the District service area. Members of the public may review these proposed changes and submit comments on the District website at the web address below, in addition to submitting any comments regarding the redistricting process.

Next Steps

Following today's public hearing, staff proposes the below future meetings/public hearings schedule to comply with the legal requirement for two public hearings and to ensure sufficient opportunities for the Board and public to provide input and comment on any proposed division

boundary changes and to permit staff to make any further adjustments desired by the Board prior to the adoption of new division boundaries. Below is a proposed schedule, which may be subject to change.

Meeting or Public Hearing	Date
First Public Hearing – presentation of proposed new division boundaries	February 1, 2022 (Tonight)
Finance and Administration Committee Meeting/ Board of Directors (Finance/ Administration) – proposed to address Board and public comments, as needed	February 24, 2022
Second Public Hearing – proposed adoption of new division boundaries	March 1, 2022

Public Participation/ Outreach

To ensure that members of the public are aware of the redistricting process and understand how to participate, the District is taking several steps. First, the District is launching a redistricting webpage that can be accessed at www.marinwater.org/redistricting. There, the public will be able to review the updated census data, look at maps of current division boundaries and proposed revisions to division boundaries, review all presentations and materials presented to the Board, and learn how to submit comments on redistricting. Second, both public hearings will be noticed in the Marin IJ and all meetings/public hearings will be noticed and agenzized in accordance with the Brown Act. Additionally, the District will reach out to stakeholder groups, who have expressed interest in this process to ensure they are aware of the ways to participate.

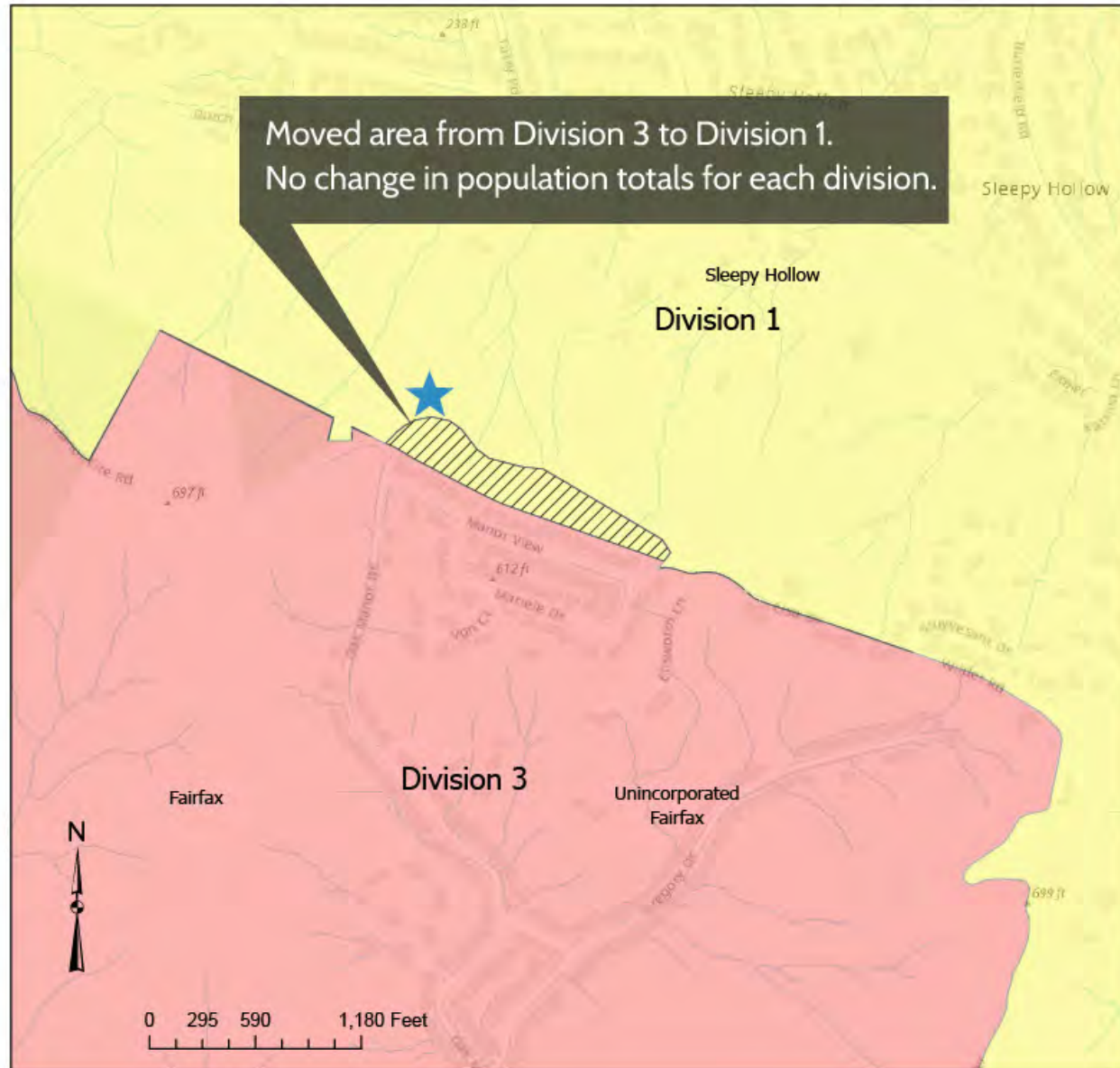
For more information on our current division boundaries and to view an interactive map, members of the Board and public may visit www.marinwater.org/board-of-directors.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Maps of proposed division boundary changes

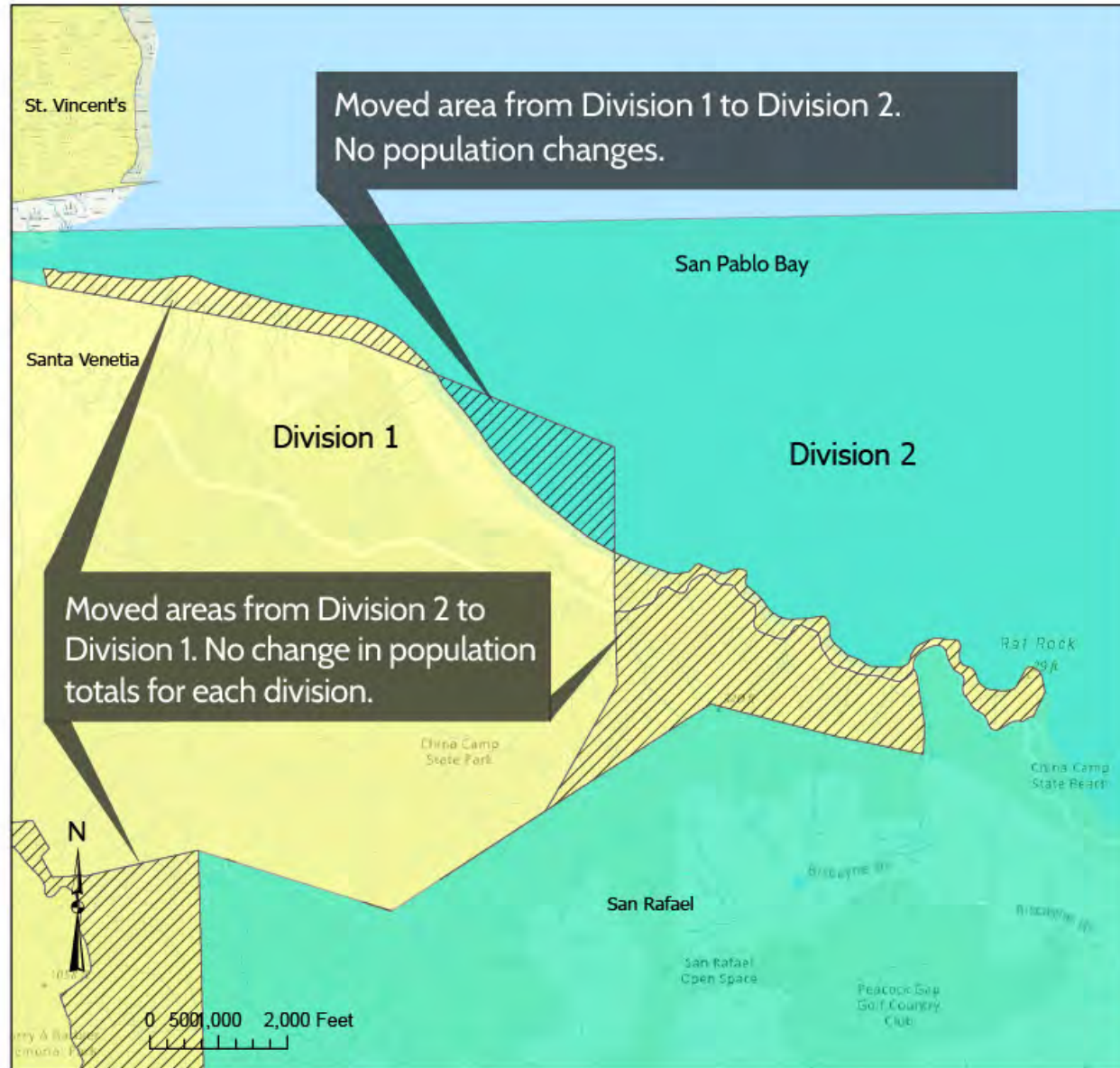


Legend

- Census Change
- Division 1
- Division 3

★ **NOTE:** This census boundary change deviated from the 2020 census block to honor communities of interest and acknowledge topographic and geographic factors that would have otherwise impacted 14 residences.





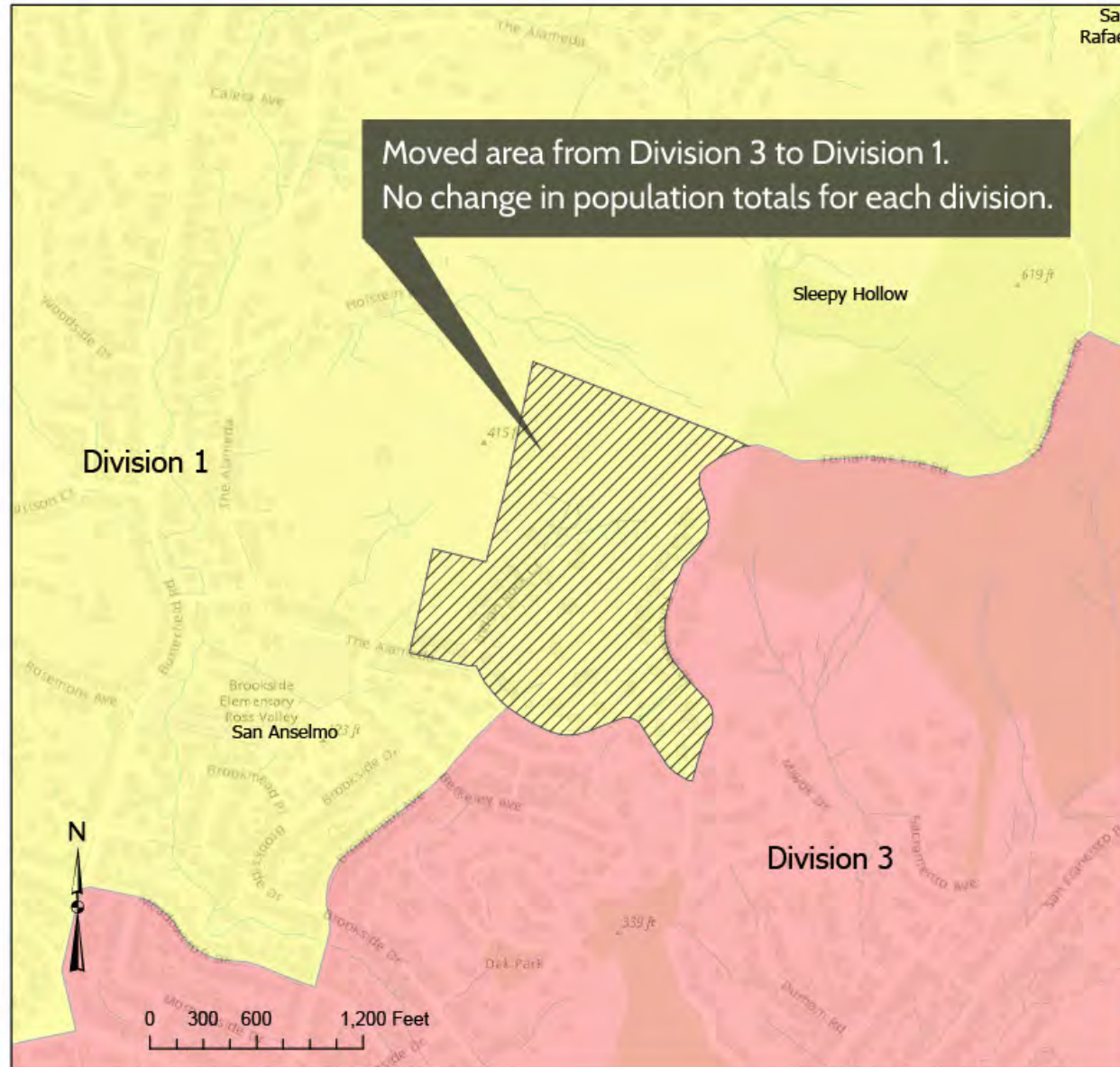
Moved area from Division 1 to Division 2.
No population changes.

Moved areas from Division 2 to Division 1.
No change in population totals for each division.

Legend

-  Census Change
-  Division 1
-  Division 2



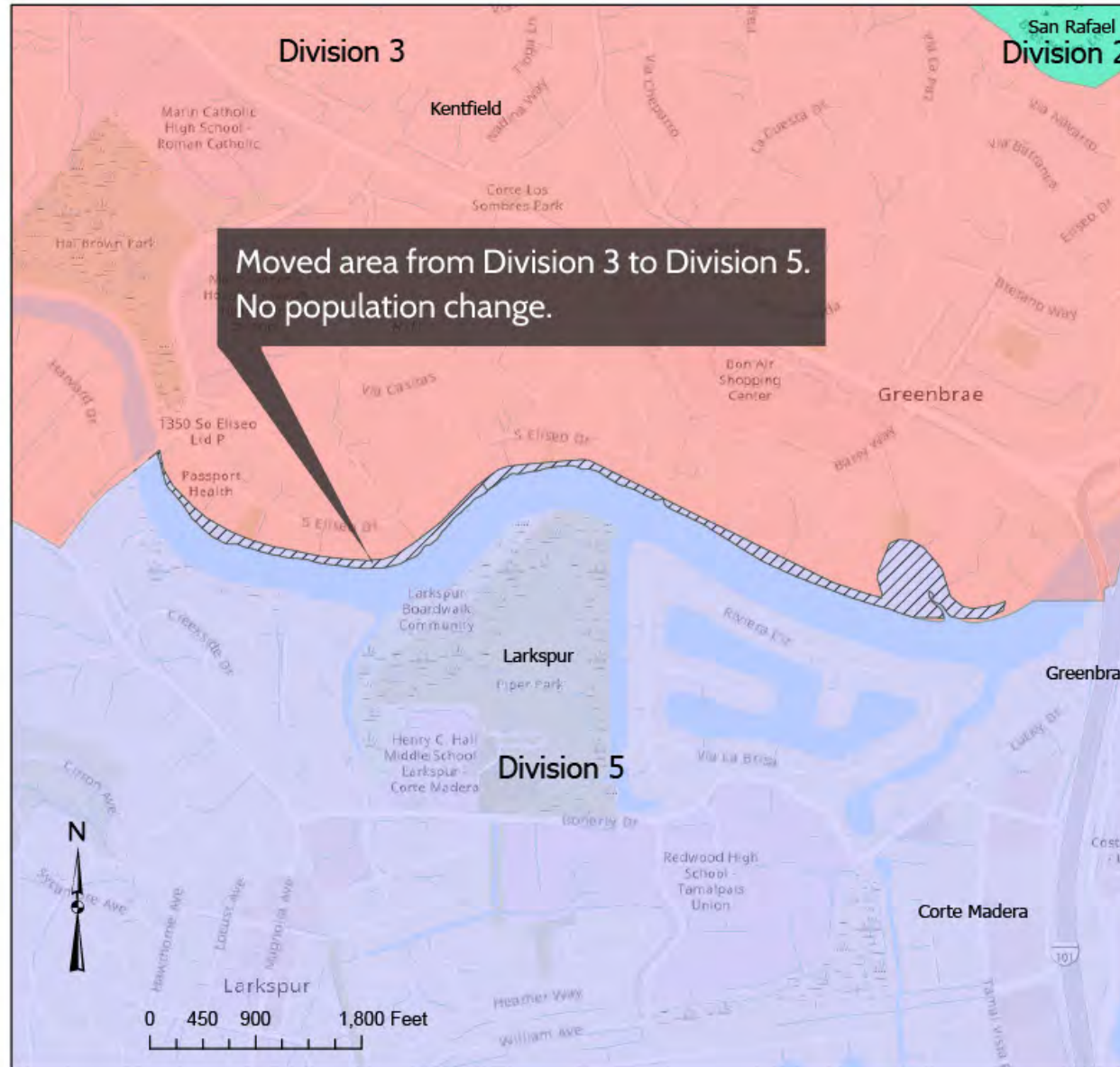


Moved area from Division 3 to Division 1.
No change in population totals for each division.





Legend

-  Census Change
-  Division 1
-  Division 3

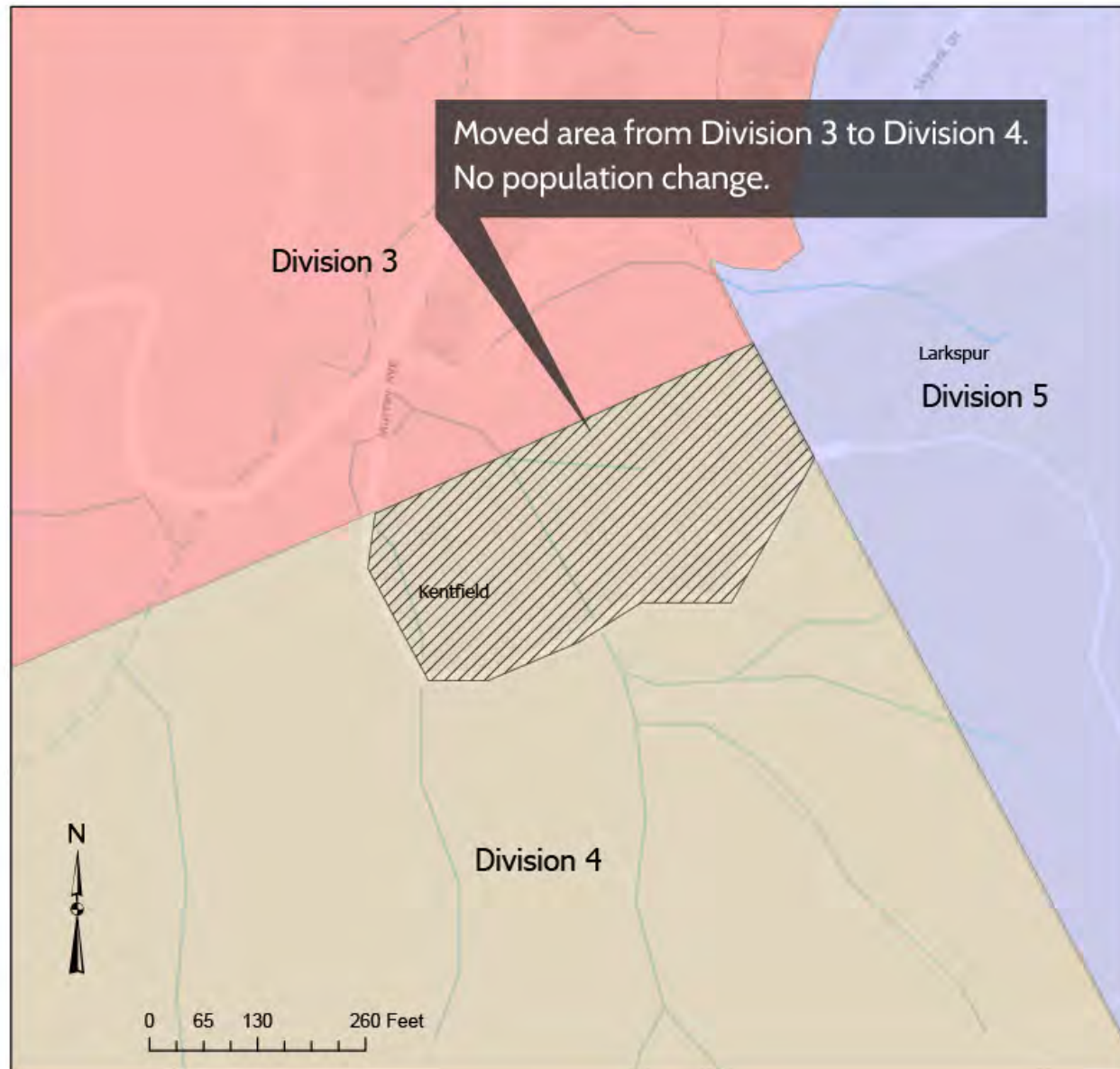




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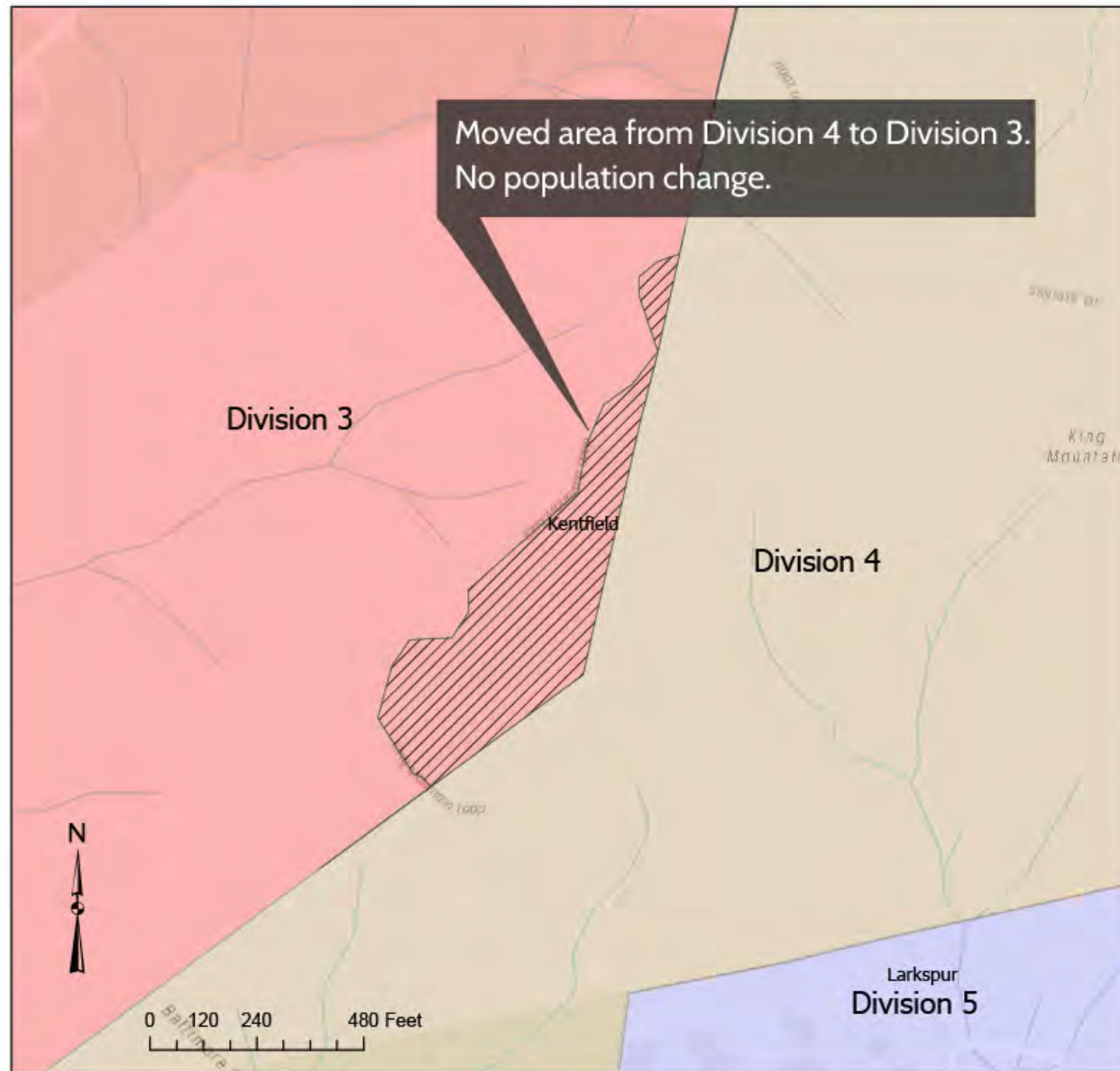
-  Census Change
-  Division 2
-  Division 3
-  Division 5









Legend

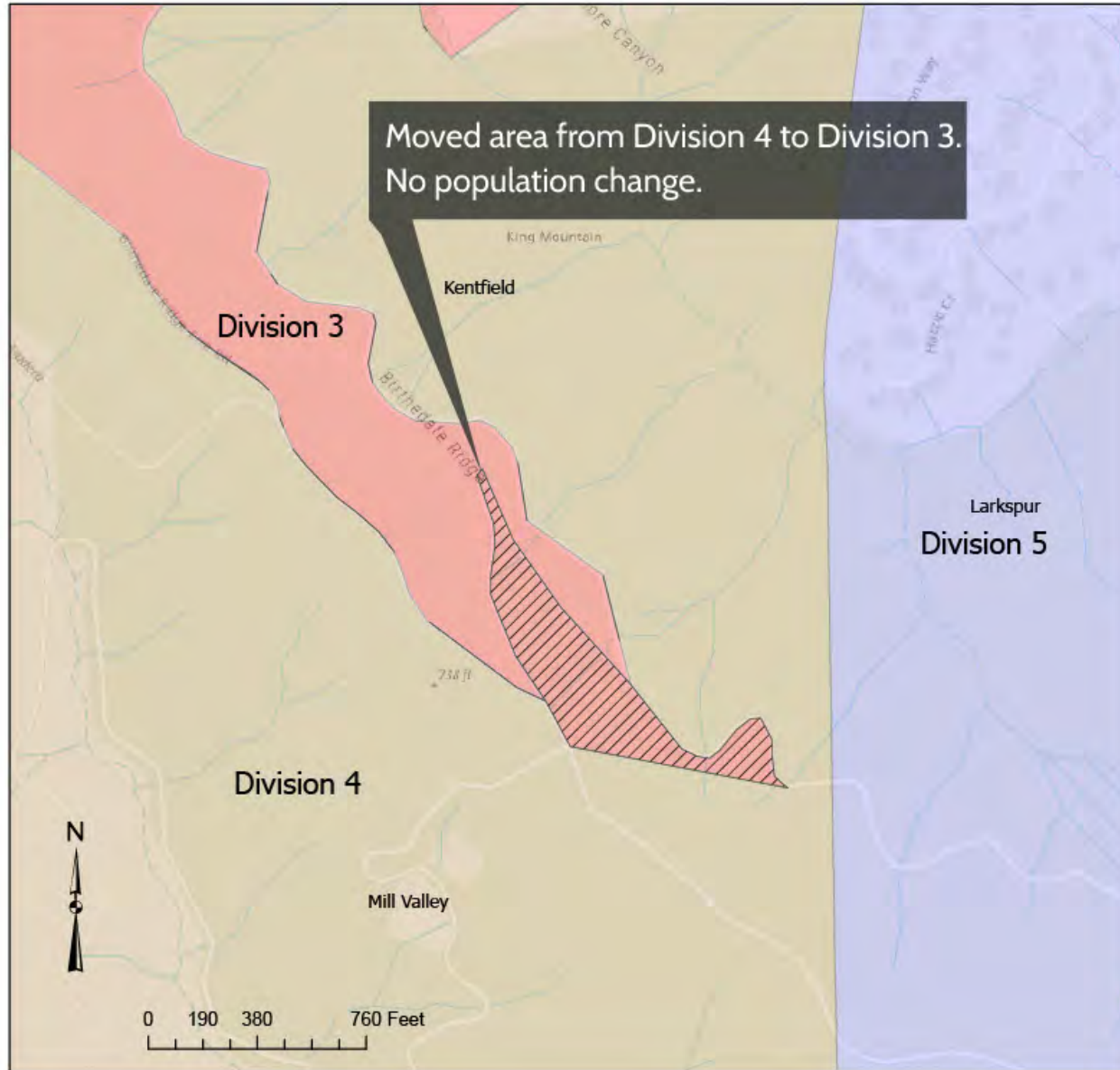
- Census Change
- Division 3
- Division 4
- Division 5







Legend

-  Census Change
-  Division 3
-  Division 4
-  Division 5





Legend

-  Census Change
-  Division 3
-  Division 4
-  Division 5





Legend

-  Census Change
-  Division 4
-  Division 5

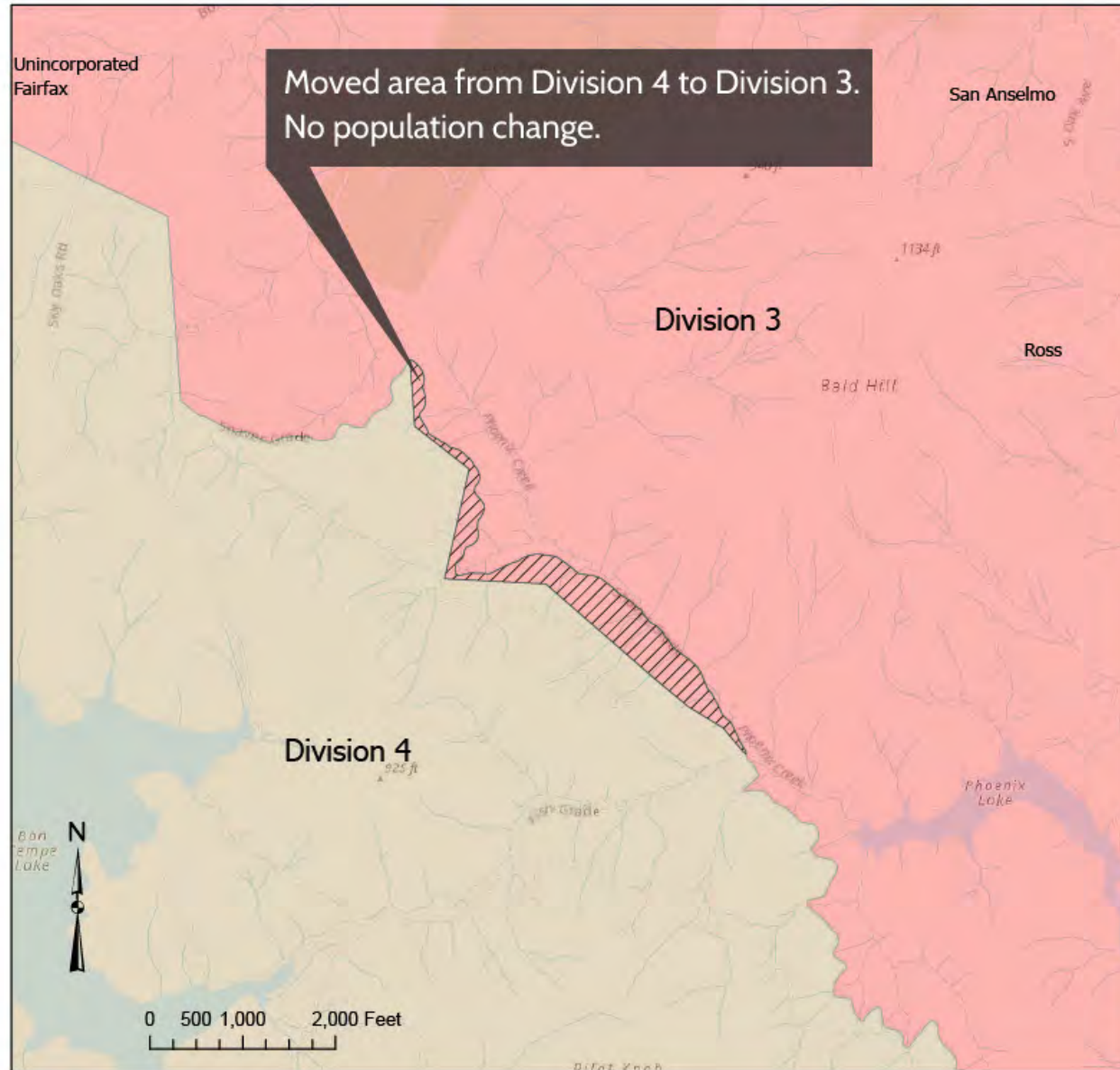







Legend

-  Census Change
-  Division 4
-  Division 5

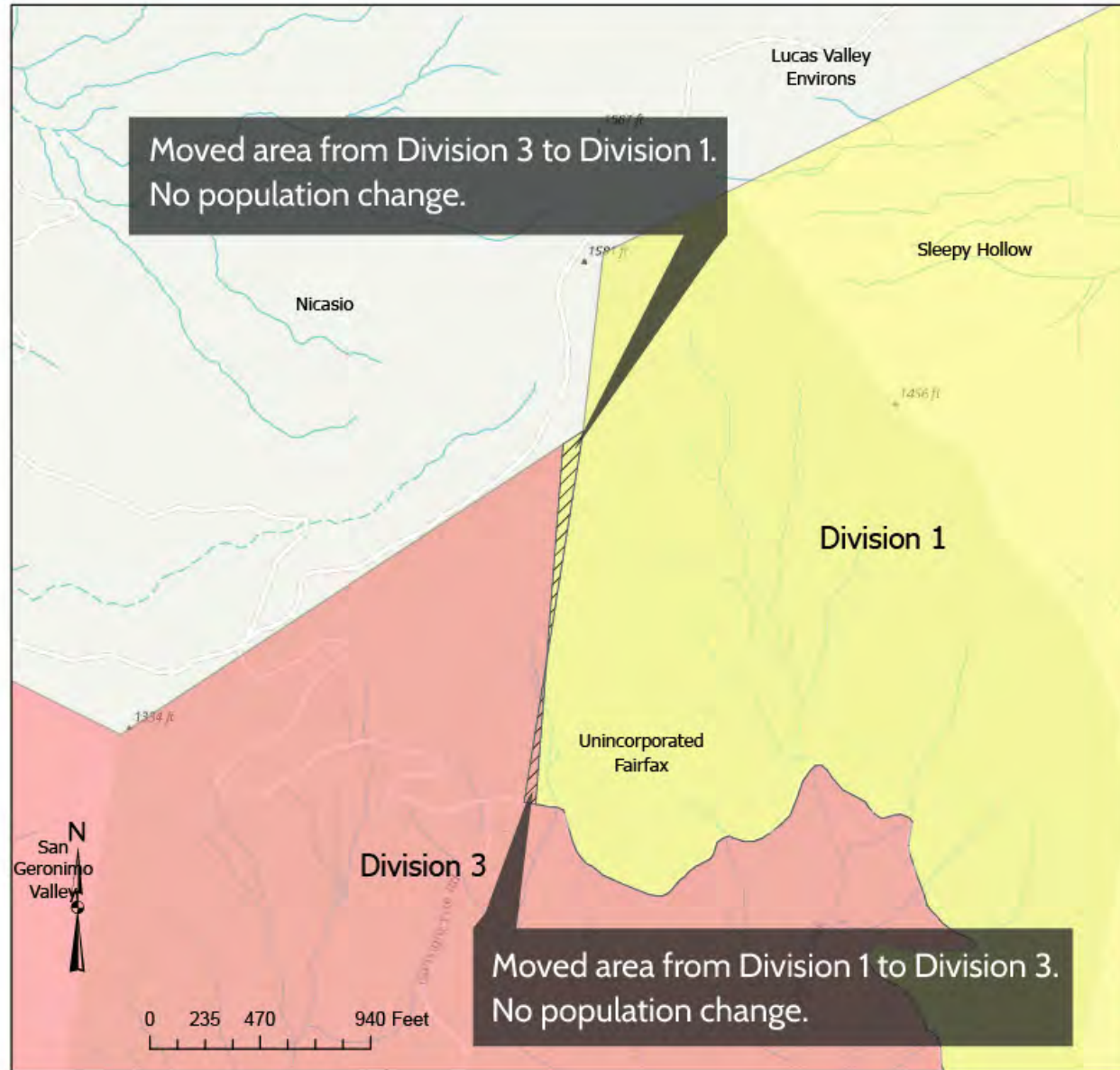




Legend

-  Census Change
-  Division 3
-  Division 4

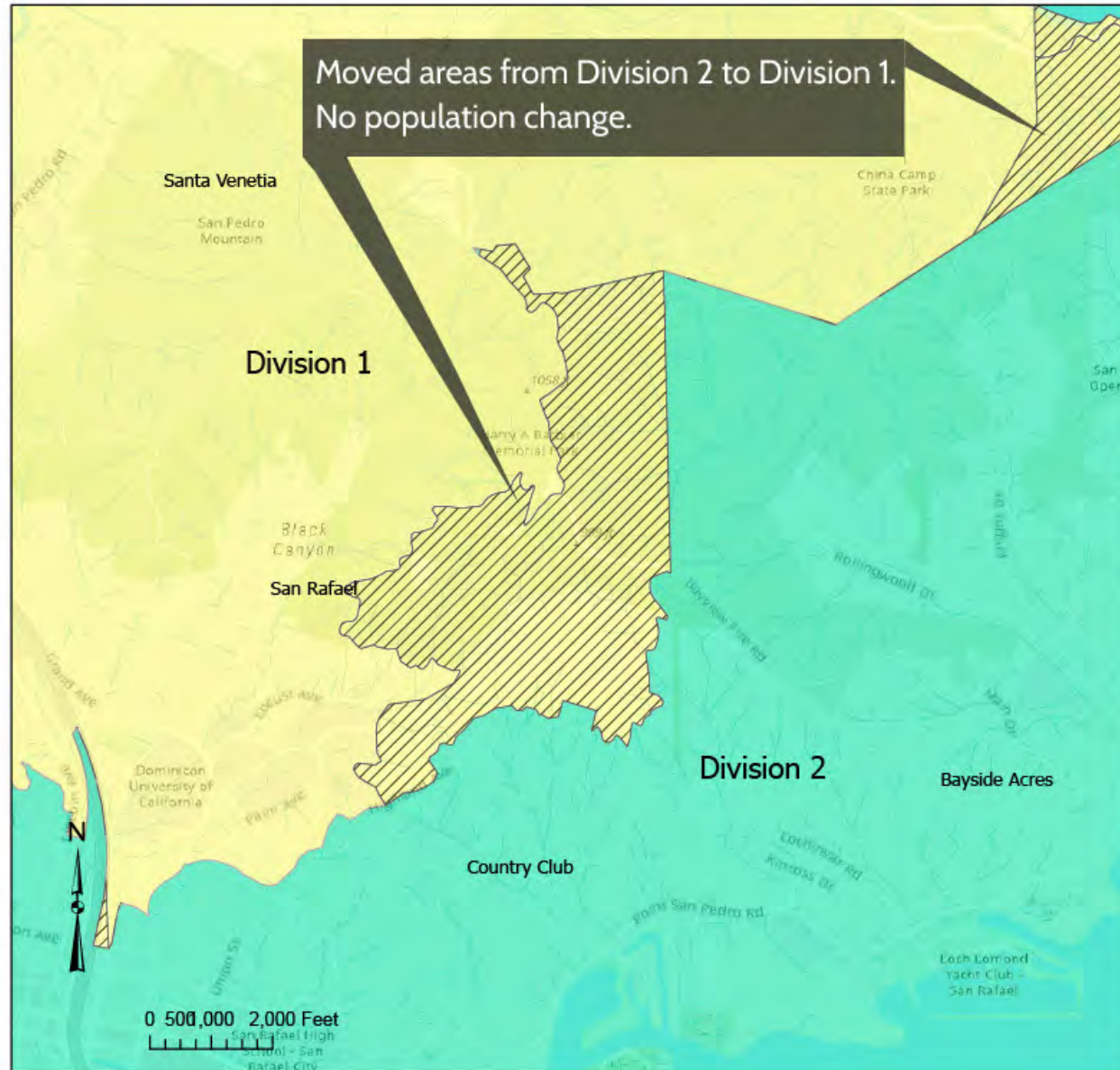




Legend

- Census Change
- Division 1
- Division 3

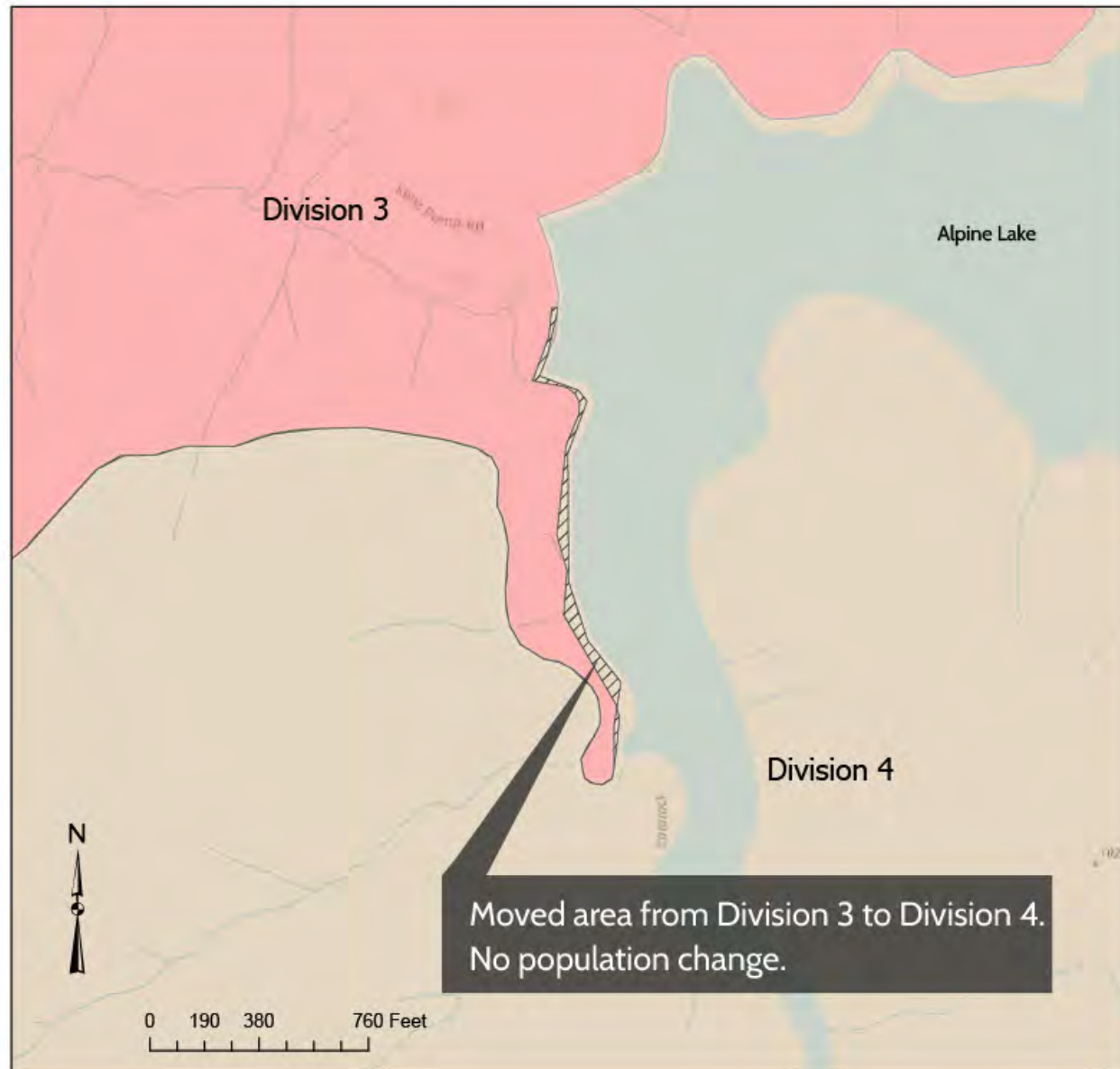




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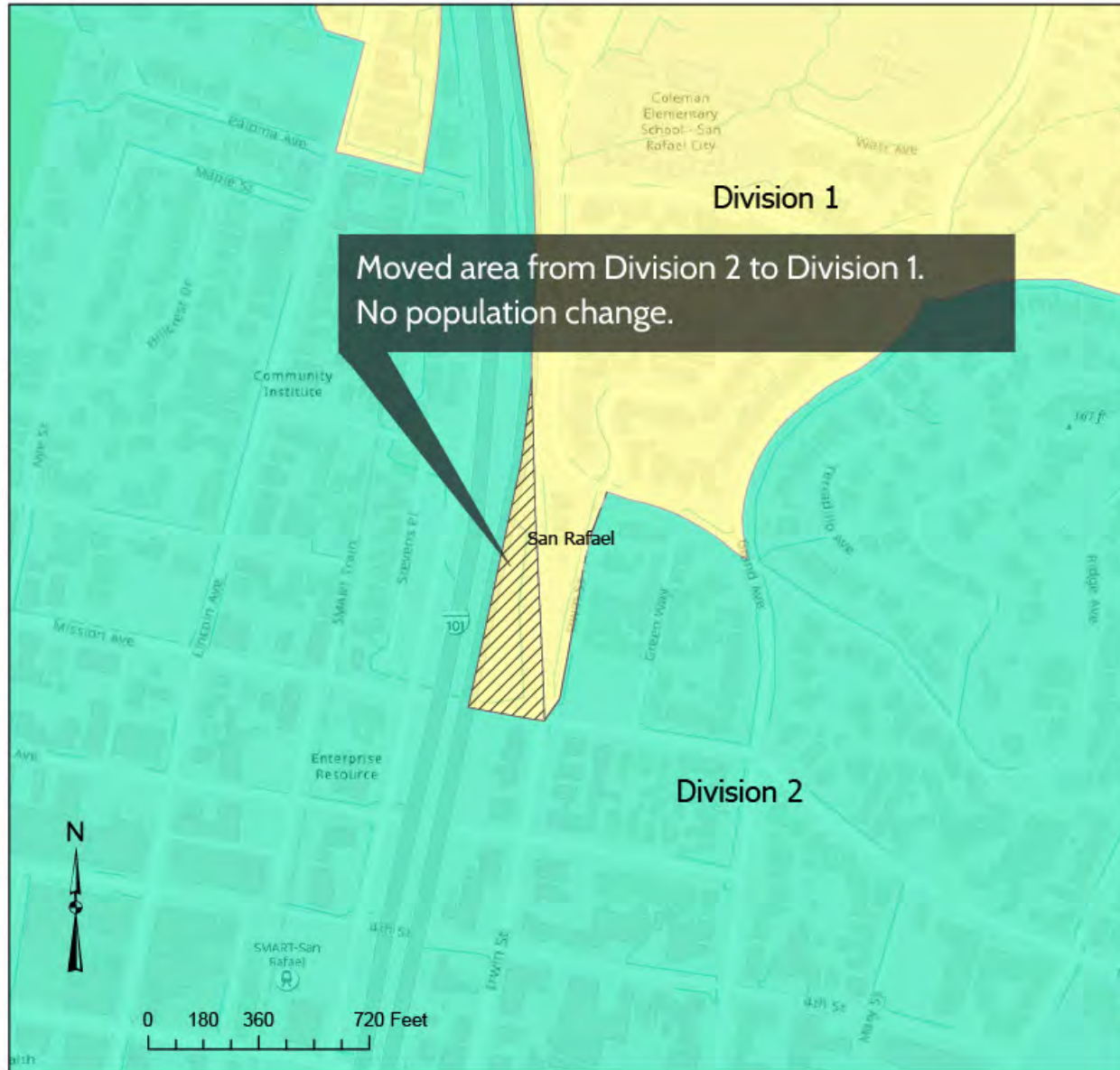
-  Census Change
-  Division 1
-  Division 2








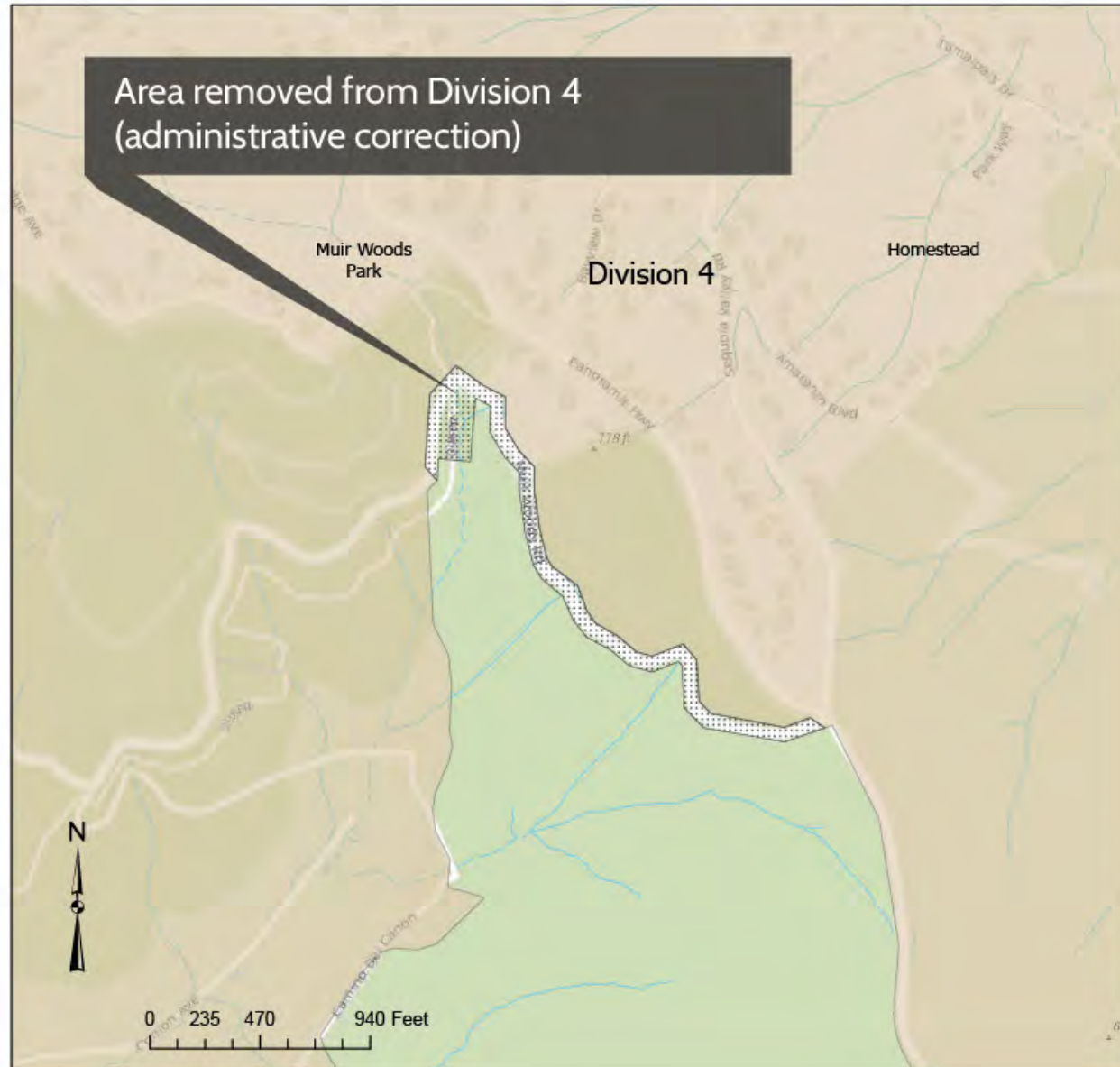
Legend

-  Census Change
-  Division 1
-  Division 2





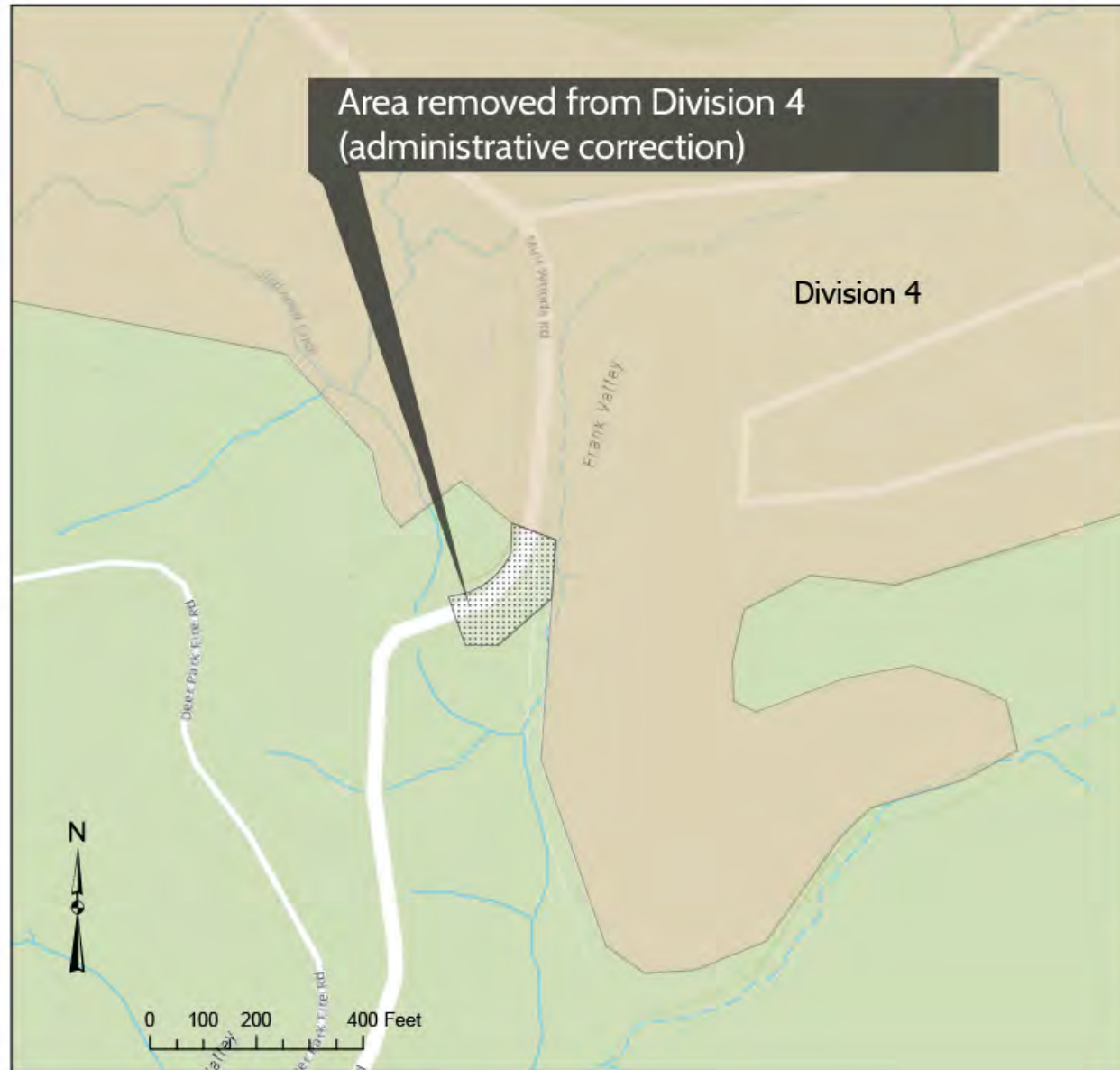
Legend

-  Census Change
-  Division 1
-  Division 2





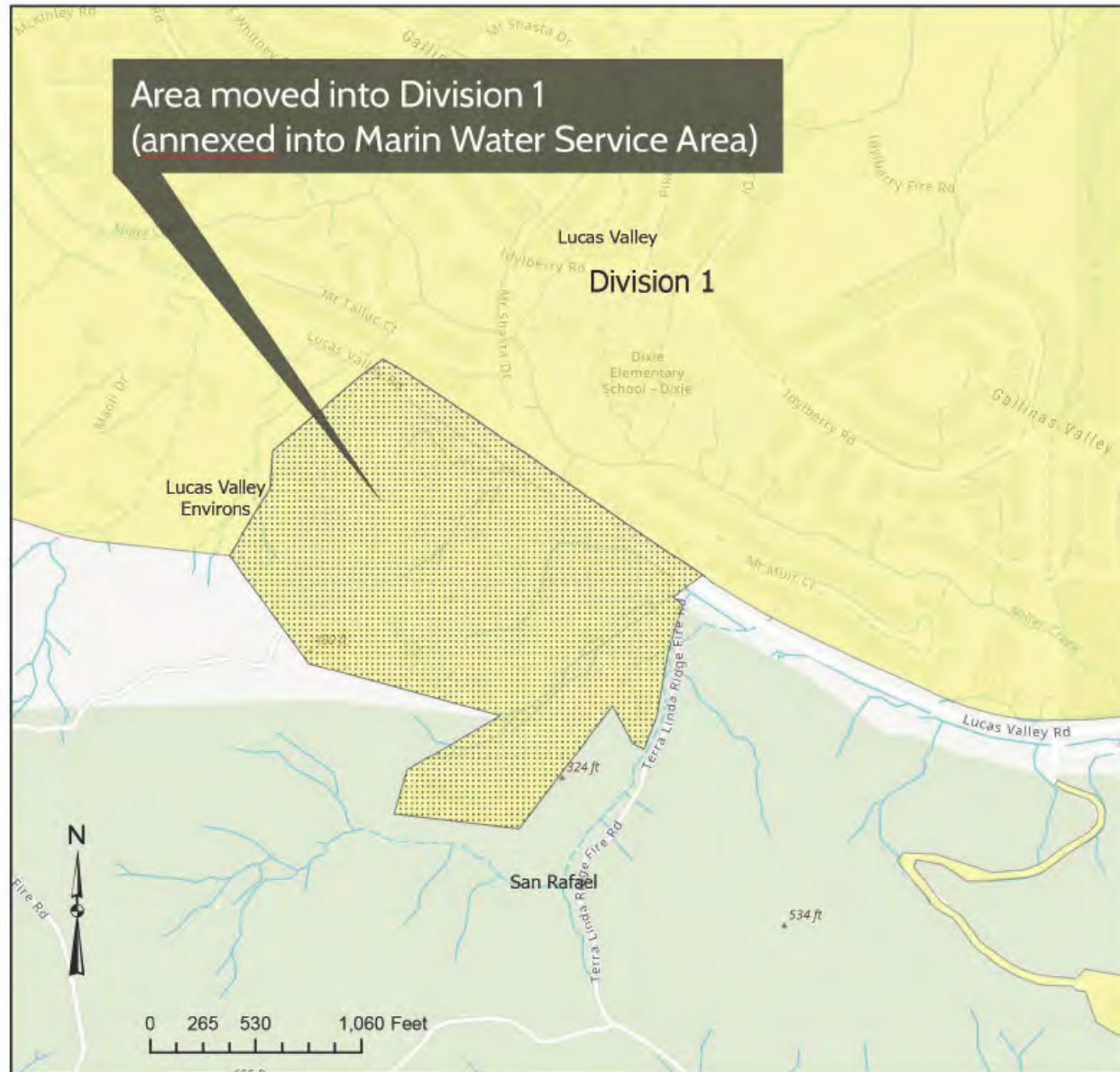
Legend

-  LAFCo Change
-  Division 4



Legend

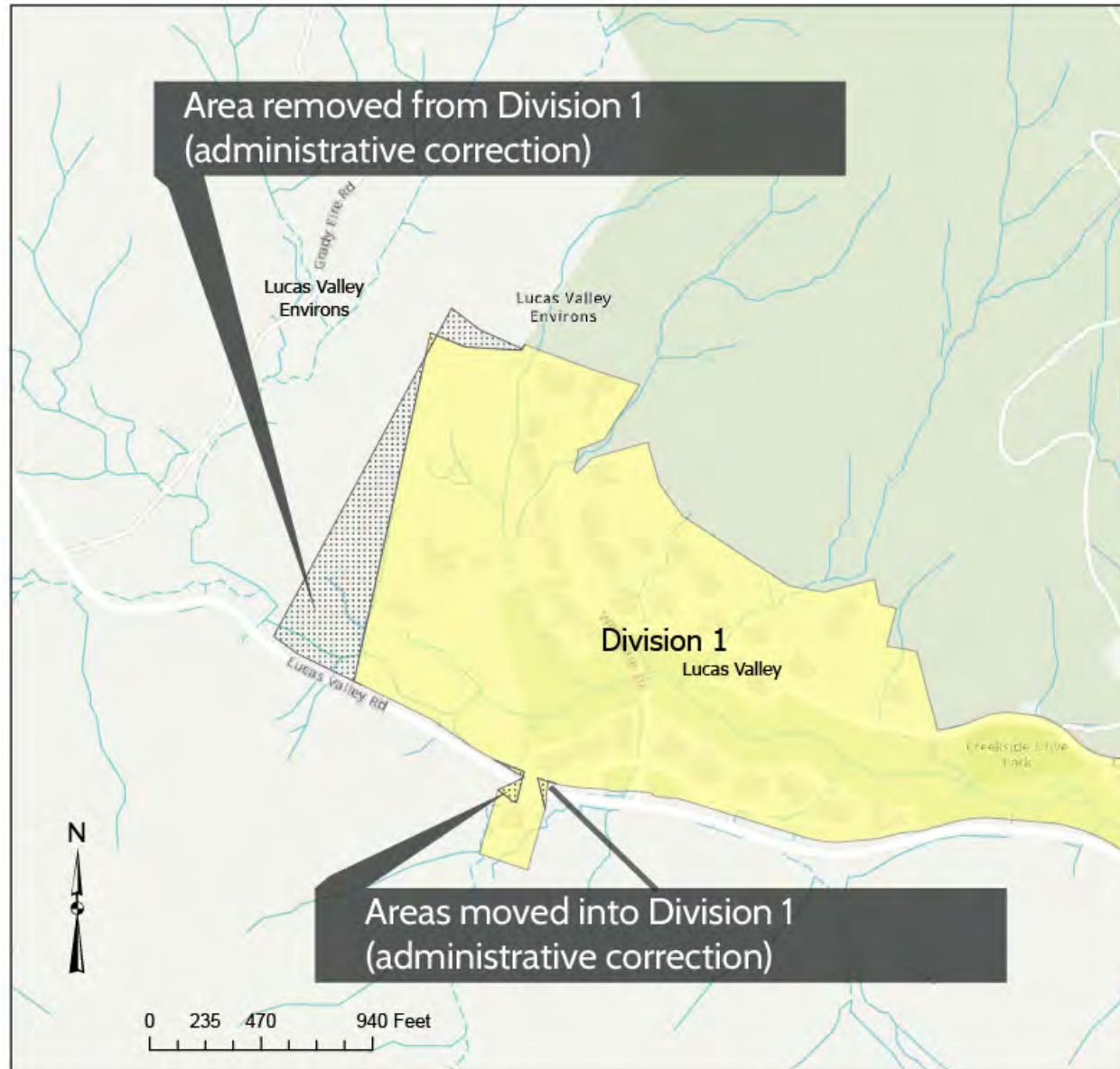
-  LAFCo Change
-  Division 4





Legend

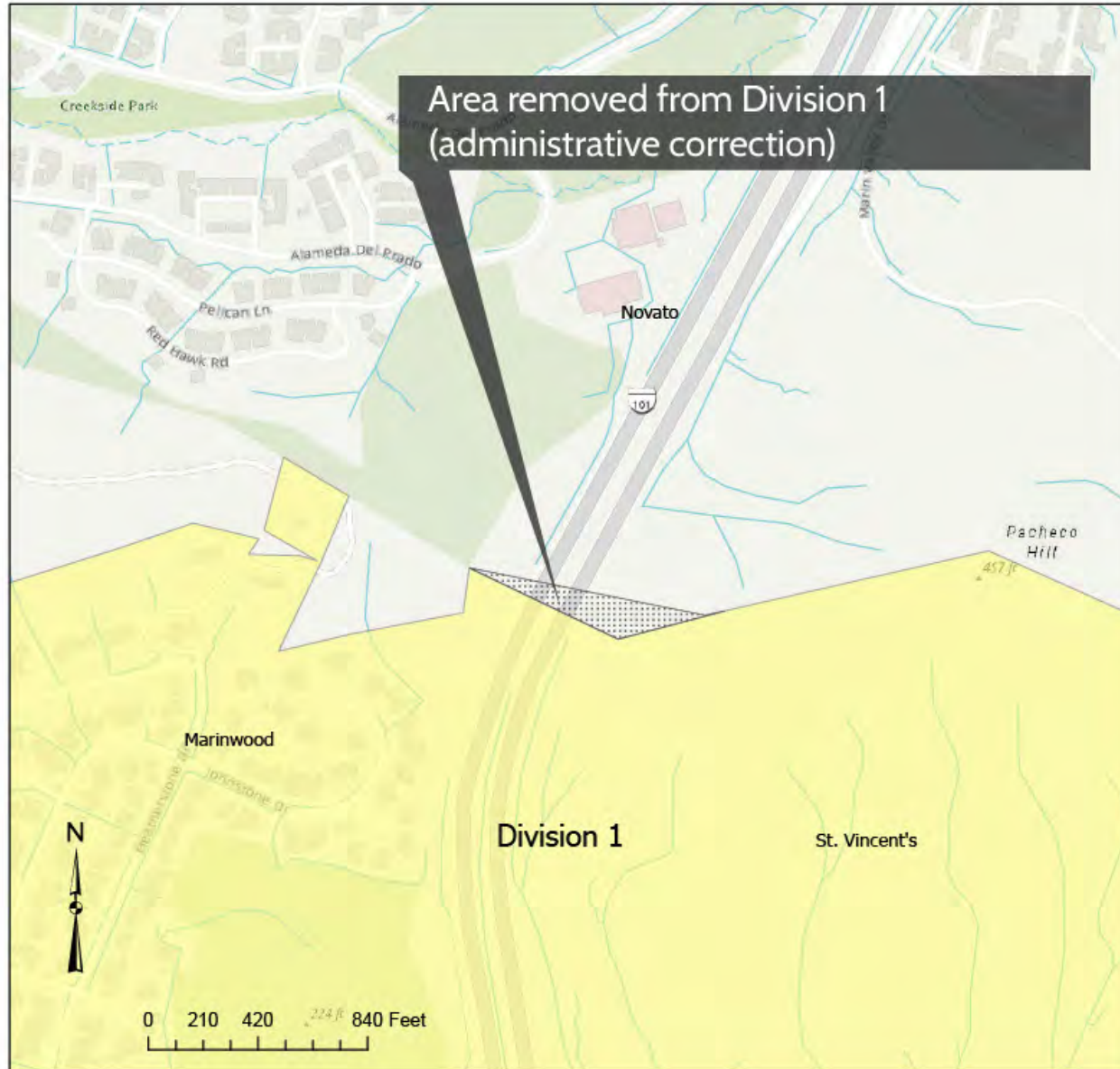
-  LAFCo Change
-  Division 1







Legend

-  LAFCo Change
-  Division 1





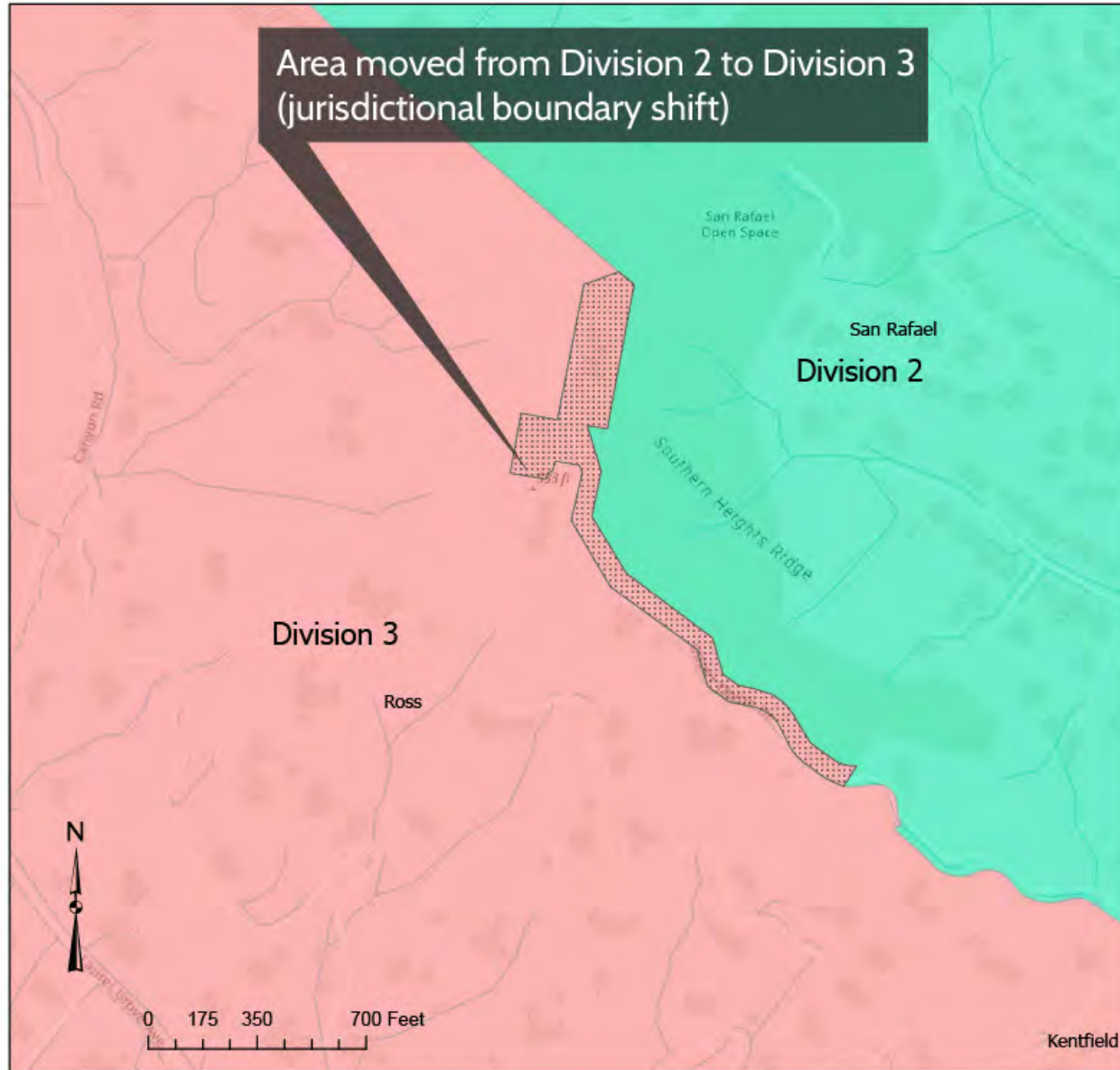
Legend

-  LAFCo Change
-  Division 1



Legend

-  LAFCo Change
-  Division 1



Legend

-  LAFCo Change
-  Division 2
-  Division 3



Approval Item

TITLE

Authorize the General Manager to negotiate and execute a revised reimbursement agreement between the City of San Rafael and Marin Municipal Water District (MMWD) for the 3rd Street Rehabilitation Project

RECOMMENDATION

Approve a resolution authorizing the General Manger to negotiate and execute a revised reimbursement agreement between the City of San Rafael and MMWD for the 3rd Street Rehabilitation Project to increase the reimbursement amount by \$469,757 due to an increase in the bids over the estimate. The new total reimbursement amount would be not to exceed \$3,340,603 for the construction cost, construction management fee and paving credit. The remainder of the agreement would remain unchanged.

SUMMARY

This item was previously reviewed at the October 26, 2021 Operation Committee Meeting and the November 16, 2021 Regular Bi-Monthly meeting of the Board. At the November 16th meeting, the Board approved Resolution No. 8658 authorizing the General Manager to finalize and execute a Reimbursement Agreement (Agreement) with the City of San Rafael for the 3rd Street Rehabilitation Project (Project) in an amount not to exceed \$2,870,846. On January 18, 2022, the City of San Rafael received and opened five bids for the Project. The bids for the pipeline portion of the Project were higher than anticipated and the cost exceeds the amount authorized by the Board on November 16th. The revised estimate for the cost of the agreement is \$3,340,603. The action requested is approval of a resolution which increases the amount for the Reimbursement Agreement to \$3,340,603.

MMWD (District) and the City of San Rafael (City) are jointly pursuing a major road and water infrastructure improvement project along 3rd Street (Project) to be administered by the City as part of the City's 3rd Street Rehabilitation Project. This cost-effective approach minimizes public impact and disruption. The project includes extensive upgrades and improvements of approximately 1.4 miles of roadway from Union Street to 2nd St, and the installation of 6,570-foot of new water main pipeline to replace the 95 year old 6-inch cast iron pipe. The City will administer and manage the construction contract with the District inspecting the pipeline portion of the Project. Conducting the roadway and pipeline work jointly under a Reimbursement Agreement between the City and the District reduces impacts to the public, shortens the project schedule, and is more cost effective.

Ghilotti Bros Inc. submitted the lowest bid for the Project in the amount of \$18,248,707.54, including a bid of \$3,025,275 for the pipeline portion of the Project.

DISCUSSION

The City of San Rafael and the District have been working together since 2017 to combine replacement of the District's water facilities along 3rd Street with the City's 3rd Street Rehabilitation Project under one construction contract to be administered by the City. Installation of the District's pipeline as part of the City of San Rafael's 3rd Street Rehabilitation Project is a unique opportunity that will allow the District to reduce expense, avoid more extensive disruption and negative impacts to traffic, businesses and residents in the same section of 3rd Street, and enables the District to serve its customers in a cost-effective manner. The City of San Rafael's 3rd Street Rehabilitation Project includes rehabilitation of up to 1.4 miles of 3rd Street between Union Street to 2nd St. the Project includes several elements to reduce traffic congestion, improve pavement condition, and enhance safety for motorists, bicyclists, pedestrians, and transit users. Furthermore, the project includes replacement of the District's water mains along 3rd Street, including:

- Abandonment of up to 3/4 mile of 95-year old 6-inch cast iron pipe along 3rd Street.
- Installation of up to 6,570-feet of new 8-inch, 6-inch and 4-inch welded steel pipe along 3rd Street from San Rafael High School to Hayes Street (see Attachment 2).
- Replacement of up to 54 water services.

On January 18, 2022 the City received and opened five bids for the Project. Ghilotti Bros Inc. submitted the lowest bid for the Project in the amount of \$18,248,707.54, including a bid of \$3,025,275 for the pipeline portion of the project.

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

Bid Rank	Contractor Name	Total Bid Amount	Water Pipeline Bid Amount
1	Ghilotti Bros Inc.	\$18,248,707.54	\$3,025,275
2	Ghilotti Construction Company Inc.	\$19,125,364.00	\$2,373,209
3	Argonaut Constructors	\$19,149,212.50	\$3,057,657
4	Bauman Landscape and Construction Inc.	\$20,897,991.00	\$2,899,170
5	Thompson Builders Corporation	\$24,416,744.50	\$3,530,790

The apparent low bid submitted by Ghilotti Bros Inc. in the amount of \$18,248,707.54 was \$3.3M over the engineer's estimate for the Project (which includes the City's Roadway Project

and MMWD's Pipeline Project). The cost of the pipeline portion of the project in the bid submitted by Ghilotti Bros Inc. was \$3,025,275, which was above the District's engineer's estimate by \$510,275. The reason the bid price was higher than the estimate is likely due to the contractors charging a higher premium for working on high traffic streets requiring more traffic control safety measures and reduced construction footprint. The high bid price reduced the reimbursement ratio for the Construction Management fee shared with the City from 16.8% to 16.6%. This reduced the District's portion of the Construction Management fee from \$196,275 to \$155,757. The total project is estimated to be \$4,512,603.

Budget:

Construction Contract:	\$3,025,275
Construction Management Fee:	\$155,757
<u>Paving Credit:</u>	<u>\$159,571</u>
Subtotal Reimbursement Agreement:	\$3,340,603
7% Construction Contingency:	\$212,000
<u>Contaminated Soil Disposal Contingency:</u>	<u>\$330,000</u>
Subtotal Contingencies:	\$542,000
Materials and Professional Fees:	\$346,000
District Labor/Inspection:	\$284,000
Total Budget:	\$4,512,603
Budget Category:	A1A02A

Project Implementation:

Project Advertisement:	November 4, 2021
Bid Opening:	January 18, 2022
Project Award:	February 7, 2022
Estimated Completion Date:	December 29, 2022
Duration:	325 days

ENVIRONMENTAL REVIEW

The City of San Rafael has filed the Notice of Exemption as required under the executed Memorandum of Understanding between both parties under MA-5919 finding the project categorically exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15302 (c), Replacement or Reconstruction. The Project qualifies for exemption pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity. Staff has filed a Notice of Exemption consistent with the CEQA findings for the project and recommended by the Board on November 16, 2021. This action will not change any physical characteristics of the project and therefore no further action is required pursuant to CEQA.

PUBLIC OUTREACH EFFORTS

District public information staff will be working closely with the City of San Rafael to develop messages regarding the project and the need to replace aging water infrastructure in coordination with the 3rd Street Rehabilitation Project.

FISCAL IMPACT

The total cost to complete the 3rd Street Pipeline Replacement Project is estimated at \$4,512,603.

ATTACHMENTS

1. Resolution
2. Site Map
3. Agreement for Reimbursement between the City of San Rafael and MMWD

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

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT
APPROVING THE EXECUTION OF A REVISED REIMBUSMENT AGREEMENT BETWEEN
THE CITY OF SAN RAFAEL AND THE MARIN MUNICIPAL WATER DISTRICT FOR THE
3RD STREET REHABILITATION PROJECT**

WHEREAS, Marin Municipal Water District (District) and the City of San Rafael (City) are jointly pursuing a major road and water infrastructure improvement project along 3rd Street (Project) from Union Street to 2nd St.; and

WHEREAS, installation of the District's pipeline by the City as part of the 3rd Street Project is a unique opportunity that will allow the District to reduce expense, avoid the disruption and negative impacts to the traffic and residents of two public agencies separately working in the same section of 3rd Street on two separate occasions, and enables the District to serve its customers in a cost-effective manner; and

WHEREAS, this action authorized the District to reimburse the City of San Rafael when it begins construction of the Project which includes the District's pipeline, including reimbursement for the construction of the District's pipeline, associated construction management cost and paving credit cost; and

WHEREAS, on October 26, 2021, staff presented to the Operations Committee the Reimbursement Agreement with the City of San Rafael for this project with the recommendation to refer this item for approval to a future Board meeting for approval; and

WHEREAS, on November 16, 2021, the Board of Directors adopted Resolution No. 8658 which authorized the General Manager to negotiate and execute a reimbursement agreement with the City of San Rafael in an amount not to exceed \$2,870,846; and

WHEREAS, on January 18, 2022, the City received five bids for the 3rd Street Rehabilitation Project; and

WHEREAS, the apparent low bid was submitted by Ghilotti Bros. Inc. in the amount of 18,248,707.54, including a bid of \$3,025,275 for the Pipeline Project; and
Resolution

WHEREAS, the City intends to proceed with the construction of the Project and award the Project on February 7, 2022.

NOW, THEREFORE, BE IT RESOLVED THE BOARD OF DIRECTORS hereby authorizes the General Manager to negotiate and execute a revised Reimbursement Agreement with the City of San Rafael in an amount not to exceed \$3,340,603 to reimburse the City of San Rafael for construction cost, construction management fees and paving credits for the pipeline portion of the Project; and

BE IT FURTHER RESOLVED, that the General Manager is authorized to execute any future amendments to the reimbursement agreement not exceeding the staff requested contingency amount of \$542,000.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

3rd Street Pipeline Replacement Project

Item Number: 12
Attachment: 02

Installation of 6,570 ft of pipe on 3rd Street



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

Map Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

**REIMBURSEMENT AGREEMENT BETWEEN
THE CITY OF SAN RAFAEL AND MARIN MUNICIPAL WATER DISTRICT
FOR CONTRACT AND CONSTRUCTION MANAGEMENT OF THE
THIRD STREET REHABILITATION PROJECT**

THIS REIMBURSEMENT AGREEMENT (“AGREEMENT”) is made and entered into this 16 day of November 2021, by and between the CITY OF SAN RAFAEL, hereinafter referred to as “CITY”, and the MARIN MUNICIPAL WATER DISTRICT, hereinafter referred to as “MMWD”, both located in the State of California, collectively the “PARTIES”;

For good and valuable consideration, the PARTIES agree as follows:

SECTION 1: RECITALS.

- A. CITY plans to conduct corridor improvements along Third Street starting at Union Street and continuing to Second Street and along Second Street from Shaver Street to 4th Street, hereinafter the “ROADWAY PROJECT”,
- B. As part of the ROADWAY PROJECT the CITY will resurface the roadway along this identified portion of Third Street.
- C. MMWD plans to replace and/or repair water supply facilities within the identified portion of Third Street, hereinafter the “PIPELINE PROJECT”, in advance of the CITY’s final roadway resurfacing associated with the ROADWAY PROJECT.
- D. For their mutual benefit, the PARTIES agreed to a Memorandum of Understanding on February 26, 2021 (“MOU”), which combined the PIPELINE PROJECT with the ROADWAY PROJECT resulting in a “JOINT PROJECT”.
- E. The MOU provides that the CITY will manage the integration of design plans, Caltrans encroachment permit, and the bidding and the award of the JOINT PROJECT contract to the lowest responsive bidder, hereinafter referred to as “CONTRACTOR”.
- F. CITY and MMWD wish to enter into this AGREEMENT to clarify the allocation of costs associated with the construction, management, and administration of the PIPELINE PROJECT.

SECTION 2: PROJECT COORDINATION

- A. All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties named in this Section. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service.

To: MMWD
 Ben Horenstein
 General Manager
 Marin Municipal Water District
 220 Nellen Avenue
 Corte Madera, CA 94925

To: CITY
 Bill Guerin
 Public Works Director
 City of San Rafael
 111 Morphew Street
 San Rafael, CA 94901

- B. MMWD. The General Manager shall be the representative of MMWD for all purposes under this AGREEMENT. Ben Horenstein is hereby designated as the Project Director for MMWD. MMWD's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of MMWD.
- C. CITY. The Public Works Director shall be the representative of CITY for all purposes under this AGREEMENT. Bill Guerin, the Public Works Director, is hereby designated as the Project Director for CITY. CITY's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of CITY.
- D. The Public Works Director is hereby declared to be the authorized CITY representative in administering this AGREEMENT. The MMWD General Manager is hereby declared to be the authorized MMWD representative in administering this AGREEMENT. Either Party may change its designated representative by providing written notice of the same to the other Party.

SECTION 3: SCOPE OF AGREEMENT

- A. The PARTIES acknowledge and agree that the sole purpose of this AGREEMENT is to set forth the PARTIES' responsibilities regarding the construction, management, inspection, and administration of the PIPELINE PROJECT portion of the JOINT PROJECT and to set forth the amount that MMWD will reimburse the City for its costs associated with the construction, management, and administration of the PIPELINE PROJECT.
- B. The PARTIES agree that the services needed for the construction contracting, management, and administration of the PIPELINE PROJECT within the JOINT PROJECT include the tasks set forth below:
 - 1. Public Bidding of the Joint Project
 - 2. Construction management services of PIPELINE PROJECT;
 - 3. Payment to CONTRACTOR for PIPELINE PROJECT;
 - 4. Construction Inspection of PIPELINE PROJECT and Procurement of Pipeline Materials; and
 - 5. Material testing services for the PIPELINE PROJECT, including, but not limited to, trench subgrade and backfill compaction and asphalt testing.
- C. The PARTIES agree and understand that as part of the JOINT PROJECT there are various best practices and mitigation measures that have associated costs, including, but not limited to, the preparation of a construction risk management plan and traffic management plan.

SECTION 4: DUTIES OF CITY

- A.** The CITY shall administer a public bid to construct the JOINT PROJECT with a separate bid item for the PIPELINE PROJECT, the plans and specifications for which are incorporated into CITY plans and specifications. Prior to including the PIPELINE PROJECT plans and specifications in the public bid, MMWD will review and provide any revisions to CITY for inclusion in the CITY plans and specifications. Prior to award and entering into a construction contract for the JOINT PROJECT, the CITY shall receive written authorization from MMWD of acceptance of the CONTRACTOR bid item or a portion of the CONTRACTOR'S bid item for the PIPELINE PROJECT.
- B.** The CITY shall provide construction management for the JOINT PROJECT. CITY shall require CONTRACTOR to provide the CITY with Payment and Performance bonds for the ROADWAY PROJECT, all in accordance with the terms and conditions of the CITY contract. The CITY shall also require CONTRACTOR to provide MMWD with Payment, Performance, and Maintenance bonds for the PIPELINE PROJECT, all in accordance with the terms and conditions of the CITY contract, which shall be mutually agreed upon by the PARTIES, with the CONTRACTOR.
- C.** CITY shall pay CONTRACTOR for the PIPELINE PROJECT in accordance with the unit bid prices and specifications approved by MMWD. No extra work on the PIPELINE PROJECT will be authorized by CITY or CONTRACTOR without prior written approval of MMWD. CONTRACTOR shall receive compensation for such MMWD approved extra work at the unit bid prices and in accordance with the specifications contained in the bid submitted by CONTRACTOR; insofar as such prices are applicable. Where existing contract bid items cannot be extended for payment of such MMWD approved extra work, a change order will be executed between CITY and CONTRACTOR only if such work and cost are authorized in advance by MMWD in writing. The request for approved extra work shall be sent to MMWD's Project Manager, Alex Anaya at aanaya@marinwater.org.
- D.** CITY or its representative shall be responsible for communicating MMWD's decisions regarding PIPELINE PROJECT to CONTRACTOR and coordinating the execution and implementation of MMWD decisions with CONTRACTOR on the PIPELINE PROJECT.
- E.** CITY shall require CONTRACTOR to name MMWD as an additional insured on all insurance required to be obtained, including but not limited to CONTRACTOR general liability and automobile policies, and shall require that CONTRACTOR indemnify MMWD to the same extent as CITY under the JOINT PROJECT contract.
- F.** CITY shall be responsible for the Project Administration and Construction Management of the JOINT PROJECT and will contract with a construction management firm, referred to herein as CONSULTANT, to provide these services. These services shall include: general inspection (not including daily inspection by MMWD for PIPELINE work as set forth in section 5G below), progress payment preparation, change order preparation, schedule review, claims negotiation, meeting attendance, project reports, labor and wage compliance, utility coordination, project documentation, as-built plans (excluding redline as-builts of PIPELINE plan sheets prepared by MMWD inspectors), and overall project administration.

- G. CITY shall provide MMWD status updates and other Construction Management information needed to facilitate the construction of the PIPELINE PROJECT on a weekly or an “as needed” basis.
- H. CITY shall prepare and submit to MMWD invoices for CONTRACTOR costs associated with the PIPELINE PROJECT on a monthly basis.
- I. At the completion of the PIPELINE PROJECT, CITY shall prepare and submit invoice to MMWD for CONSULTANT costs associated with the construction management and administration of the PIPELINE PROJECT.

SECTION 5: DUTIES OF MMWD

- A. MMWD shall reimburse CITY for the PIPELINE PROJECT construction costs in accordance with the unit bid prices and specifications authorized in writing by MMWD. MMWD shall also reimburse CITY for any extra or changed work authorized by advanced written notice from MMWD's Project Manager, Alex Anaya. MMWD shall review CITY progress payment estimates and provide CITY written notice approving or disapproving each progress payment estimate related to the PIPELINE PROJECT within 14 calendar days of MMWD receiving each progress payment estimate from CITY. MMWD will remit payment to CITY within 21 calendar days following its approval of a PIPELINE PROJECT progress payment.
- B. MMWD shall review CONTRACTOR change orders for extra work on the PIPELINE PROJECT and provide CITY a written notice of approval or disapproval of extra work within three (3) days of receiving each request. MMWD shall be responsible for CONTRACTOR claims arising from MMWD failure to timely approve or disapprove CONTRACTOR change orders for extra work.

MMWD shall be responsible for delays to the JOINT PROJECT which are a direct result of unavoidable delays in the work prosecution or completion of the PIPELINE PROJECT. Unavoidable delays in the work prosecution or completion shall mean all delays resulting from causes beyond the CONTRACTOR'S control which they could not reasonably have anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence and which actually and necessarily cause a delay in the completion of the whole work. Any delay which results from MMWD changes in the amount of work to be done, the quantity of material to be furnished, or the schedule of other forces working concurrently for MMWD, shall be the responsibility of MMWD. Any delay caused by MMWD's or another PIPELINE PROJECT-related utility's failure to provide for removal or relocation of existing main or trunkline utility facilities located on the construction site which are not identified with reasonable accuracy in the contract document, will be defined as right-of-way delays and will be paid for as outlined below. Right-of-way delays will be considered unavoidable, and the responsibility of MMWD, to the extent that they actually and necessarily delay the CONTRACTOR'S completion of the whole work on the PIPELINE PROJECT. Unavoidable delays do not include delays caused directly or indirectly by the default, delay, or other breach of the CONTRACTOR or any subcontractor of CONTRACTOR. Delays due to adverse weather conditions will be regarded as unavoidable only to the extent that they actually

and necessarily cause a delay in completion of the whole work and to the extent that such condition could not reasonably have been anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence of the CONTRACTOR.

- C. In order to bear all costs associated with and arising from construction management and administration of the PIPELINE PROJECT within the JOINT PROJECT, MMWD shall reimburse CITY for 16.8% of all construction management CONSULTANT costs associated with the JOINT PROJECT. CITY shall prepare and submit an invoice for CONSULTANT costs at the completion of the PIPELINE PROJECT, which shall be paid within 30 calendar days of receipt by MMWD.

Said reimbursement ratio of 16.8% was calculated based on the following estimate:

$$\frac{\$2,515,000 \text{ PIPELINE PROJECT IMPROVEMENTS}}{\$15,000,000 \text{ JOINT PROJECT IMPROVEMENTS}} = 16.8\%$$

MMWD shall reimburse CITY for CONSULTANT construction management and administration fees in the amount of \$196,275 at the completion of the PIPELINE PROJECT based upon the following calculation:

The CONSULTANT Construction Management fee is \$1,168,300 (excluding materials testing).

$$16.8\% \times \$1,168,300 = \$196,275.$$

- D. PARTIES agree to work cooperatively to renegotiate cost sharing of CONSULTANT fees for construction management and administration should there be a change in these fees or scope of the PIPELINE PROJECT.
- E. MMWD shall reimburse CITY for 16.8% of all costs associated with and arising from Water Pollution Control and the Project Schedule of the PIPELINE PROJECT within the JOINT PROJECT. CITY shall prepare and submit an invoice for these construction costs at the completion of the PIPELINE PROJECT, which shall be paid within 30 calendar days of receipt by MMWD.
- F. MMWD shall reimburse CITY for administration and trench cost savings from restoring the pavement using a straight trench versus the standard t-cut trench section described in the Marin County Uniform Construction Standards 2018 for the pipeline installed within the CITY'S ROADWAY PROJECT limit. MMWD and CITY have agreed on an amount of \$3.82 per square foot of trench within pavement restoration area, which is a total of \$159,570.95. CITY shall prepare and submit an invoice for this amount at the completion of the PIPELINE PROJECT, which shall be paid within 30 calendar days of receipt by MMWD. All surface restoration for other PIPELINE PROJECT work outside the ROADWAY PROJECT boundaries shall be restored per the Marin County Uniform Construction Standards 2018 upon installation of the pipeline and restoration of the roadway pavement.
- G. MMWD shall provide inspection services, at MMWD'S cost, for all construction of the PIPELINE PROJECT. MMWD shall review and approve all submittals required by the PIPELINE PROJECT specifications within 10 calendar days of receipt by MMWD.

- H. MMWD shall provide the water distribution system pipe materials for the PIPELINE PROJECT and materials testing services for the PIPELINE PROJECT, including, but not limited to materials testing of the trench subgrade, backfill, and asphalt compaction used for trench restoration, but excepting 14-steel casing and 8-inch fusible PVC pipe to be furnished by CONTRACTOR. Materials testing services shall be paid for by MMWD. MMWD shall provide all materials testing results to CONSULTANT within twenty-four (24) hours of receiving them. Water distribution system pipe backfill material including but not limited to, sand, class 2 aggregate base, control density fill and hot mix asphalt and 14-inch steel casing pipe and 8-inch fusible PVC pipe shall be furnished by the CONTRACTOR and shall be paid per the MMWD Bid Item price for said items.

SECTION 6: PARTNERING

- A. The PARTIES agree to participate in the Formal Collaborative Partnering Process described below with the project CONTRACTOR.
- B. Formal Collaborative Partnering for this project will start within 30 days of the issuance of the Notice to Proceed to CONTRACTOR and will include the following:
- a. CITY and CONTRACTOR will contract with an IPI Certified Independent Professional Neutral Partnering Facilitator;
 - b. A “Partnering Charter” containing the joint development of goals will be developed collaboratively between the CITY, MMWD, SRSD, and the CONTRACTOR;
 - c. A periodic, joint evaluation of the Partnering process;
 - d. Executive Level, Core Team, and Stakeholder Partnering;
 - e. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level; and
 - f. A Training Plan for development of partnering skills.
- C. Participation in the formal partnering process will not void any portion of the contract. All rights and remedies set forth in the final contract will be preserved.

SECTION 7: MISCELLANEOUS TERMS

- A. Term of AGREEMENT: This AGREEMENT shall terminate upon MMWD acceptance of the completed PIPELINE PROJECT, provided that MMWD reimbursement and CITY and MMWD indemnification duties shall continue following the end of such term.
- B. Termination: This AGREEMENT may be terminated, without cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following CITY rejection of bids as provided herein, and may be terminated, with cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following the

notified Party's failure to cure or correct the cause of termination notice, within thirty (30) calendar days receipt of that notice.

- C. Amendment and Merger: This AGREEMENT contains all the terms and conditions made between the PARTIES to this AGREEMENT and may only be modified by written AGREEMENT signed by all the PARTIES to this AGREEMENT or their respective successors-in-interest. This writing is intended both as a final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
- D. Agreement Binding: The terms and provisions of this AGREEMENT shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators or to any approved successor, as well as to any assignee or legal successor to any PARTIES to this AGREEMENT. Any terms of this AGREEMENT that by their nature extend beyond the term (or termination) of this AGREEMENT shall remain in effect until fulfilled and shall apply to both PARTIES' respective successors and assigns.
- E. Cooperation: The PARTIES pledge cooperation during the term of this AGREEMENT.
- F. No Third-Party Beneficiaries: Nothing contained in this AGREEMENT shall be construed to create, and the PARTIES do not intend to create, any rights in third parties.
- G. Severability: If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term, covenants or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- H. No Waiver: The waiver by either of the PARTIES of any default under this AGREEMENT shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
- I. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this AGREEMENT for which time or performance is a factor. PARTIES agree to adhere to all deadlines stated in the approved project specifications.
- J. Mediation: Any dispute or claim in law or equity between the County and MMWD arising out of this AGREEMENT, if not resolved by informal negotiation between the PARTIES, shall be mediated. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If mediation is unsuccessful, the PARTIES may avail themselves of any other remedies.
- K. Applicable Law: This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

L. 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 the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this AGREEMENT. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

M. Assistance of Counsel: Each Party to this AGREEMENT warrants as follows:

- a. That each Party had the assistance of counsel in the negotiation for, and the execution of, this AGREEMENT and all related documents; and
- b. That each Party has lawfully authorized the execution of this AGREEMENT.

N. Section Headings: The section headings contained in this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

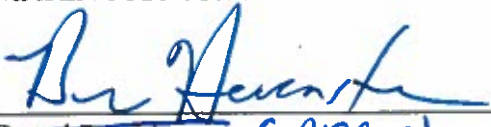
O. Counterparts and Electronic Signatures: This AGREEMENT may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

CITY OF SAN RAFAEL

MARIN MUNICIPAL WATER DISTRICT

Jim Schutz, City Manager




Board President **General
Manager**

ATTEST:

ATTEST:

By: _____
Lindsay Lara, City Clerk


By: _____
Board Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Robert Epstein, City Attorney


By: _____
General Counsel

Approval Item

TITLE

Certify Review of the Amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension and Approve a Pipeline Extension Agreement – Erin Drive, San Rafael – Talus Reserve

RECOMMENDATION

- 1) Adopt a Resolution Certifying Review of the amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension and approving a Pipeline Extension Agreement for the project with the Applicant, Talus, LLC,
- 2) Adopt a Resolution Making Determinations with Respect to Fees Contained in the Pipeline Extension Agreement
- 3) Adopt a Resolution Finding Impending Peril of Gradual Earth Movement and Determining and Undertaking Appropriate Action to Halt, Stabilize, or Abate Such Peril

SUMMARY

An extension of the District's existing facilities is required to serve a new 28-lot residential development located in the Marinwood neighborhood of San Rafael. Both potable and recycled water mains, services and hydrants are proposed to be installed for the development within a newly created section of Erin Drive.

DISCUSSION

This item was previously reviewed at the January 18, 2022, meeting of the Board of Directors. Prior to consideration of the recommended actions, staff was directed to research and report back on the possibility of requiring recycled water fire hydrants, rather than potable water hydrants and to contact the State Water Resources Control Board regarding possible exemption to California Title 22 Section 60313, which prohibits the delivery of recycled water for dual plumbing for single family residences. Staff has done additional research into these issues and will report on those findings.

On January 11, 2005, the Board of Supervisors approved the Oakview Master Plan. After the Board's approval, a Parcel Map was recorded creating the subject property, a property to be developed as an assisted living facility, a parcel reserved for Caltrans to build an intersection, and an open space parcel that was dedicated to the Marinwood Community Services District for ongoing public use.

On March 9, 2009, the Marin County Planning Commission approved the Oakview Vesting Tentative Map and Precise Development Plan, which authorized the subdivision of land to develop 28 single family residences. This decision is final, and the Tentative Map is now vested.

Twenty-eight (28) new single family dwellings and 5 detached accessory dwelling units will be constructed and accessed from the end of Erin Drive via an extension of Erin Drive into the subdivision.

The Marinwood Community Service District Fire Department has set the fire flow requirement for the project at 1,500 gallons per minute (gpm) with 20 psi residual pressure. Water service and fire protection for the project will require the installation of approximately 1,840' of 8" water main (potable), 1,860' of 4" water main (recycled), 6-6" potable hydrants, 1-6" recycled hydrant, 33-1" potable services and 29 recycled services (28-5/8" and 1-1"). The purchase of 9.59 acre-feet of water entitlement, 7.50 acre-feet for the residential units and 2.09 acre-feet for the common area landscaping, is also required (see Attachment 1).

Staff has prepared a Pipeline Extension Agreement for the proposed project that will require the installation of necessary infrastructure, including the installation of individual recycled services for each residential lot to be used for landscape irrigation, all consistent with District standards and the MMRP adopted for the project. A separate recycled service will provide irrigation water for common areas.

ENVIRONMENTAL REVIEW

The District is a Responsible Agency as defined in §15381 of the Guidelines for Implementation of the California Environmental Quality Act with respect to the proposed Pipeline Extension Agreement (PEA) for the Talus Reserve – Erin Drive Extension project. The District has discretionary authority to approve or deny the PEA, which constitutes a project under CEQA (§15378), and is therefore subject to environmental compliance. Prior to reaching a decision on the PEA, the board must consider the environmental effects of the project as shown in the project's Environmental Impact Report (EIR) and make findings pursuant to CEQA Guidelines section 15091.

BACKGROUND:

Marin County, as lead agency, commissioned preparation of an EIR for the then proposed project – the Oakview Master Plan, Use Permit, and Vesting Tentative Map. As part of the proposed subdivision of a larger 106-acre property, the Master Plan included development of 94,400 square feet of office space (in two buildings) and 28 single family residential units. In 2003, the project sponsor revised the development proposal to replace the office development with an assisted-living facility; this change in the development proposal did not affect the single-family residential development. The amended development proposal and findings of the amended Final EIR were presented at a public meeting held on December 6, 2004. At that meeting, the Marin County Planning Commission recommended approval of the amended Oakview project. The Marin County Board of Supervisors certified the amended Final EIR, adopted a Mitigation, Monitoring and Reporting Program for the project, which as implemented was found adequate to mitigate all environmental impacts to less than significant,

and approved the amended Oakview project pursuant to Resolution 2005-05 on January 11, 2005. The Notice of Determination was posted from January 19 to February 18, 2005.

The 28-unit residential development was evaluated as a project component in the amended Oakview EIR. It is this portion of the project, which is the subject of the application for a PEA. The amended Oakview EIR addressed the issue of water supply and relied upon the District's affirmation that the District "...will provide water service to the site." The attached memorandum prepared by Environmental Science Associates provides a review of the project's CEQA documentation and determined that the current project, as presented in the PEA application, is consistent with that previously evaluated under CEQA (Attachment 4).

CEQA FINDINGS:

Section 15096(h) of the Guidelines states "The Responsible Agency shall make the findings required by Section 15091 for each significant effect of the project and shall make the findings in Section 15093 if necessary."

Based on review of the project's existing CEQA documentation (Attachment 3) by staff and the District's environmental consultant, no impacts were identified as potentially significant that are associated with water demand/supply or fireflow adequacy.

RECOMMENDATION AND FILING OF NOTICE OF DETERMINATION:

Staff and the District's environmental consultant have reviewed the amended Oakview EIR for the project and have determined that the EIR and the MMRP adequately address all potentially significant environmental impacts associated with the extension of water and fireflow to the project site and that all potentially significant environmental impacts through the adopted MMRP and the project conditions will be mitigated to less than significant. On that basis, the District's Operation Committee referred this item to the board on November 19, 2021. Staff now recommends that the Board 1) adopt a Resolution Certifying Review of the amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension and approving a Pipeline Extension Agreement for the project with the Applicant, Talus, LLC; 2) adopt a Resolution Making Determinations with Respect to Fees Contained in the Pipeline Extension Agreement; and 3) adopt a Resolution Finding Impending Peril of Gradual Earth Movement and Determining and Undertaking Appropriate Action to Halt, Stabilize, or Abate Such Peril.



Section 15096(h) of the Guidelines states "The Responsible Agency should file a Notice of Determination in the same manner as a Lead Agency under Section 15075 or 15094 except that the Responsible Agency does not need to state that the EIR or Negative Declaration complies with CEQA. The Responsible Agency should state that it considered the EIR or Negative Declaration as prepared by a Lead Agency." If the Board approves the Talus, LLC PEA, staff will file a Notice of Determination pursuant to 15096(i) with the Marin County Clerk.

FISCAL IMPACT

None

ATTACHMENT(S)

- 1. Subdivision Overview
- 2. Draft Pipeline Extension Agreement
- 3. [Final Environmental Impact Report](#)
- 4. Memorandum, *Review of CEQA Documentation for the Talus Reserve – Erin Drive Project*
- 5. Vicinity Map
- 6. Site Map
- 7. Proposed Resolution – Fees Contained in Pipeline Extension Agreement
- 8. Proposed Resolution – Finding Impending Peril of Gradual Earth Movement and Determining and Undertaking Appropriate Action to Halt, Stabilize, or Abate Such Peril
- 9. Proposed Resolution - Certifying Review of the amended Final Environmental Impact Report for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve – Erin Drive Extension and approving a Pipeline Extension Agreement for the project with the Applicant, Talus, LLC

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

SUBDIVISION OVERVIEW:

APPLICANT: Robert Parish

TYPE OF DEVELOPMENT: Subdivision – 28 SFD’s and 5 detached ADU’s

FIRE DEPARTMENT: Marinwood CSDFD

FIRE MARSHALL: Bob Sinnott of SRFD obo Marinwood CSDFD

FIRE FLOW REQUIRED: 1,500gpm

PIPING: 1,840’ of 8”, 1,860’ of 4” recycled

HYDRANTS: 6-6”, 1-6” recycled **Calculated Flow:** 2,600+gpm **Residual:** 20 psi

SERVICES: 33-1” potable & 29 (28-5/8” & 1-1”) recycled for landscape irrigation

SYSTEM: Lucas Valley **Elevation:** 347’

ELEVATION OF PROPERTY: Min: 70’ Max: 200’

PRESSURE: Max: 115psi Min: 60psi

ESTIMATED ANNUAL CONSUMPTION: 0.25af/SFD + 0.10af/ADU + 2.09af for irrigation: **9.59AF**

EXISTING HISTORICAL ENTITLEMENT: 0.0

LEAD AGENCY: County of Marin

TENTATIVE MAP APPROVED: March 9, 2009

CEQA: FEIR

**MARIN MUNICIPAL WATER DISTRICT
PIPELINE EXTENSION AGREEMENT**

**(MMWD – LUCAS VALLEY-TALUS LLC)
ERIN DRIVE, SAN RAFAEL – TALUS RESERVE**

THIS AGREEMENT is made and entered into this 18th day January, 2022, by and between **MARIN MUNICIPAL WATER DISTRICT**, hereinafter called "District"; and **LUCAS VALLEY-TALUS LLC**, hereinafter called "Applicant" as follows:

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

Section A. Recitals

1. Applicant has requested a pipeline extension to provide water service to Assessor's Parcel No. 164-270-07 as shown on a map entitled, "Assessor's Map Book 164, Page 27, Scale 1"=400', dated May 27, 2009."

2. District has determined that service to said project will require the installation of 1,840' of 8" pipe, 1,860' of 4" pipe, 7-6" hydrants, 34-1" services and 28-5/8" services and other facilities as set forth in plans prepared therefor.

3. Prior to final approval by the City or County of a Subdivision Map, Precise Development Plan, Parcel Map or other land use application and recordation of a final map for the project, the Applicant shall enter into an agreement with the District and complete financial arrangements for water to each lot, unit or parcel of the project;

4. District has determined that the above mentioned replacement lies within the boundaries of Marinwood Community Services District Fire Department.

Section B. General Provisions

1. **Installation According to District Plans and Specifications:** The pipeline extension applied for and all work done in connection therewith shall be done under the supervision of and to the satisfaction of District, and shall be installed in accordance with detailed plans and specifications or supplemental plans as they may be prepared from time to time therefor by District, in addition to the Mitigation Monitoring and Reporting Program for Applicant's project. District shall have absolute discretion in determining the kind and quality of the work and materials. As the work progresses, District reserves and shall have the right to amend and adapt plans and specifications to meet conditions as they develop. Any extra costs arising from any such revision of plans will be charged to and paid for by Applicant.

ATTENTION IS CALLED TO THE STANDARD SPECIFICATIONS OF DISTRICT WHICH ARE REFERRED TO AND ARE INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH AT LENGTH. APPLICANT AND CONTRACTOR AGREE THAT ALL WORK SHALL BE DONE ACCORDING TO THE PROVISIONS OF THE STANDARD SPECIFICATIONS AND THAT APPLICANT, CONTRACTOR OR HIS SUBCONTRACTORS ARE FULLY BOUND TO ALL PROVISIONS OF THE STANDARD SPECIFICATIONS.

2. **Financial Arrangements:** Prior to issuing written certification to the City, County or State that financial arrangements have been made for construction of the required water facilities, the Applicant shall complete such arrangements with the District in accordance with Paragraph 6.

3. **Construction Scheduling:** Prior to release or delivery of any materials by the District or scheduling of construction inspection by the District, the Applicant shall:

- a. Deliver to the District prints of the utility plans approved by the City or County to enable the District to prepare final water facilities contract drawings.
- b. Grant or cause to be granted to the District without cost and in form satisfactory to the District, title to all real property and rights-of-way required by Paragraph 10.
- c. Deliver to the District a written construction schedule to ensure timely withdrawal of guaranteed funds for ordering of materials to be furnished by the District and scheduling of inspection or construction.

4. **Method of Performance of Work:** Work done under this agreement shall be performed as hereinafter indicated:

Items of Work:

Water mains to be installed by.....A
Fire hydrants to be installed byA
Service connections to be installed byA

Methods of Doing Work:

- (A) Private contract to be let by Applicant or performed by Applicant's own forces.
- (B) Public contract to be let by District or performed by District's own forces.

5. **Estimated Cost of Work:** The estimated cost of the pipeline replacement applied for as determined by District is as follows:

	Column 1: Materials, Fees, and Charges	Column 2: Installation Costs	Column 3: Total
Pipeline Installation	\$79,700	\$291,000	\$370,700
Hydrant Installation	\$34,200	\$54,000	\$88,200
Service Installation	\$46,650	\$200,650	\$247,300
Recycled Pipeline Installation	\$23,815	\$298,500	\$322,315
Recycled Hydrant Installation	\$11,400	\$9,000	\$20,400
Recycled Service Installation	\$31,523	\$186,615	\$218,138
District Labor & Equipment	\$205,900	\$0	\$205,900
Connection Fee	<u>\$359,117</u>	<u>\$0</u>	<u>\$359,117</u>
TOTAL	\$792,305	\$1,039,765	\$1,832,070

Said cost estimates are made solely for the convenience of District in determining required deposits, bonds, and guarantees. District makes no representations whatever, and assumes no responsibility whatever, regarding the accuracy of said estimates.

6. **Financial Arrangements to Be Made by the Applicant** shall consist of the following:

Materials, Fees and Charges

The Applicant shall pay to the District the total estimated cost of Materials, Fees and Charges set forth in Paragraph 5, Column 1, \$792,305.

Installation Costs

Under Method A: Applicant agrees to hire a private contractor to install the facilities, and therefore, shall provide financial guarantees satisfactory to the District in the form of a performance bond in the amount of \$1,039,765 guaranteeing installation of the facilities and furnishing of bulk material. Applicant's contractor shall furnish a maintenance bond in the amount of \$259,941 guaranteeing the cost of maintaining, repairing, or replacing the facilities during the first two (2) years following completion of all facilities and acceptance by the District.

In addition, the Contractor shall furnish the following insurance requirements:

- a. Workers' Compensation Insurance.
- b. Public Liability - combined single limit of not less than \$1,000,000.
- c. Policy shall specifically name Marin Municipal Water District, its officers, officials, agents, employees and volunteers as an additional insured and shall provide that said coverage is primary to any insurance carried by the District.
- d. A policy statement indicating that there shall be not less than 30 days written notice prior to cancellation.

The Applicant or Contractor may substitute a check written to the District in lieu of a performance or maintenance bond.

7. **Review of Estimates:** All estimated costs set forth in this agreement shall be subject to periodic review and revision at the District's discretion. In the event the Applicant has not completed financial arrangements with the District in accordance with Paragraph 6 within 6 months from the date of this agreement, all estimated fees, costs and charges set forth in Paragraph 5 shall be reviewed and revised if necessary. In the event Applicant has not secured final land use approval for the project from the City or County, recorded a final map and diligently commenced construction of improvements required by those agencies and the District prior to expiration of one year from the date of this agreement, the District may, at its option, either retract financial certifications issued to City, County and State agencies and terminate this agreement or require amendment of this agreement and revision of all costs contained herein. The Applicant shall pay any balance due upon demand or furnish a guarantee of such payment satisfactory to the District.

8. **Extensions of Time:** All extensions of time granted by the City or County for the Applicant to comply with conditions of land use approval or to construct improvements pursuant to a subdivision improvement agreement shall require concurrent extensions of this agreement and shall be cause for review and revision of all water facilities costs set forth in Paragraph 5 hereof. The Applicant shall apply to the District for extension of this agreement prior to approval of the Applicant's request for such extensions by either the City or the County.

9. **Delay or Failure to Complete:** If the District determines that there has been undue delay in completion of any work to be performed by Method A, or a failure to complete the same within a reasonable time, it may demand that Applicant forthwith

either complete all such work or pay to District the District's estimate of the entire amount required to complete all such work. District's determination upon the question of undue delay or failure to complete shall be final and binding upon Applicant. If Applicant fails to comply with said demand within a reasonable time, District may take possession of all parts of the project and may complete it at the expense and for the account of Applicant.

10. **Property and Rights-of-Way**: Applicant must furnish District all necessary and suitable real property and rights-of-way required by Chapter 11.40 of the Marin Municipal Water District Code at least 30 days prior to start of construction, as follows:

"A deed from the fee owner(s) to District granting a pipeline and access right-of-way over the route of all facilities not falling within publicly dedicated and accepted streets. If, for any reason, such deed cannot be obtained, District will accept a final court decree (to be obtained at Applicant's sole cost and expense) establishing such pipeline and access right-of-way".

11. **Changes in Estimated Costs - Additional Deposits**: At any time or times prior to completion of installation of the facilities, whether or not the plans and specifications have been changed, District may revise its estimate of any item of estimated cost payable by Applicant to District. If a revised estimate is greater than the amount previously paid, Applicant must pay the excess to District within 30 days after District requests an additional deposit. If the revised estimate is less than the amount previously paid, District will credit the difference to any account then owed by Applicant, or if no such account exists, will refund said difference to Applicant as provided in Paragraph 14.

12. **No Work to be Done Prior to Compliance**: No work shall be performed nor installation made prior to Applicant's delivery to District of all fees, charges, deposits, bonds, and guarantees required by Paragraph 6 nor prior to Applicant's furnishing to District all property and rights-of-way required by Paragraph 10, nor after 30 days has elapsed from District's request for additional deposit pursuant to Paragraph 11 unless said additional deposit has been made.

13. **Termination for Failure to Deliver Deposits, Bonds, Etc.**: Failure to deliver to District any fees, charges, deposit, bond, guarantee, property, or right-of-way, required by Paragraph 6 or 10 within the times set forth in said paragraphs, or failure to commence installation of facilities within the time set forth in Paragraphs 7 and 20, shall constitute a material breach of this agreement for which this agreement may be terminated by District without prior notice.

14. **Payment of Actual Costs**: Upon completion of installation of the facilities, District will determine the actual amount of its costs and expenses thereby incurred. If

the actual amount exceeds the estimate previously paid, Applicant will pay to District the amount of such excess promptly upon demand. If the actual amount is less than the estimate previously paid, District will, upon completion and acceptance of the facilities, credit any excess money to any account then owed by Applicant or refund it. District's determination of such costs and expenses shall be final and binding provided that such determination shall be made upon the basis of generally accepted accounting principles consistently applied and shall be free of arithmetical error. In the event a performance bond or certificate of deposit is being held, it likewise will be released to Applicant upon acceptance of the work by District to the extent that it has not been used or required.

15. **No Interest on Deposits:** No interest shall accrue to or be paid to Applicant for any funds deposited with District pursuant to this agreement except insofar as required by Government Code 53079.

16. **Right to Approve Contractor:** In the event installation is to be made or work done under Method A, District reserves the right to approve or disapprove of the contractor or forces to be used; and no installation may be made except by those approved by District.

17. **Applicant's Responsibility:** Applicant shall take all responsibility for work under this agreement; shall bear all cost or loss resulting to him or to District on account of the nature or character of the work, through timeliness with which Applicant's contractor pursues the work, or because of the nature of the ground in or on which the work is done is different from what is assumed or expected, or on account of the weather, flood, earthquake, landslide, subsidence, unforeseen difficulties, accidents, or any other causes; and Applicant shall assume the defense of, and indemnify and save harmless District and its officers, agents, and employees from all claims of any kind arising from the approval of, letting of bids for the performance of work under this agreement, and the District's approval of this Agreement for the benefit of Applicant, including, but not limited to, any challenges under the California Environmental Quality Act, claims for personal injury, death, property damage, loss of use, and loss of business, and including all such claims as may be asserted by officers, agents or employees of Applicant, his contractor or subcontractors, District, or third parties.

Applicant agrees to provide in any contract entered into with any other party for the performance of work under this agreement, that all work be done pursuant to terms of the Standard Specifications of District, and in compliance with the mitigation measures set forth in the approved Mitigation Monitoring and Reporting Program and that such other party indemnify and save harmless District and its officers, agents, and employees from all claims of any kind arising from performance of said contract or this agreement, including claims for personal injury, death, property damage, loss of use and loss of business, and including all such claims as may be asserted by officers, agents, or employees of Applicant, his contractor or subcontractors, District, or third parties for failure to so provide in any contract let by Applicant.

Applicant agrees to comply with that section of the Standard Specifications requiring public liability insurance which is primary and underlying to District's insurance and specifically naming District as an additional insured.

Before work is commenced, Applicant shall furnish District with a certificate of insurance demonstrating compliance with the worker's compensation insurance and public liability insurance requirements set forth in the Standard Specifications.

18. **Prevailing Wages:** Pursuant to Section 1770 et seq of the Labor Code of the State of California, the Contractor and all subcontractors under him shall pay not less than the prevailing wage rate. The Contractor shall forfeit to the District a penalty, \$25 for each laborer, workman, or mechanic employed for each calendar day or portion thereof such laborer, workman, or mechanic is paid less than the prevailing wage rate for any work done under this contract by him or by any subcontractor under him. Contractor shall submit to the District completed certified payrolls on a weekly basis.

19. **Grade Established:** No work shall be performed or installation made until street subgrades have been established and until curbs and gutters have been installed.

20. **Commencement of Installation:** Applicant must commence installation of the facilities provided for herein within one year after execution of this agreement. Applicant shall give notice to District at least two work days before initially commencing work under this agreement. District shall be notified when work is stopped and when it is started again.

21. **Furnishing of Materials:** All materials will be supplied by District at District's Corporation Yard or Pipe Yard and at replacement cost. Risk of loss of, or damage to materials shall pass to Applicant at the time and place of delivery. Replacement cost will be based on the "moving average unit price" method employed by District.

22. **Inspection by District:** District shall provide an inspector to inspect the installation of facilities. The cost of inspection shall be charged against the job. No part of the facilities installed by Applicant shall be covered or obstructed until same has been inspected and approved by the District inspector.

23. **Acceptance:** District assumes no obligation as to maintenance of the facilities included in this agreement until such time as they are formally accepted. Applicant will be notified in writing of acceptance of the work at such time as all facilities are satisfactorily installed in accordance with the plans and specifications and all paving work is completed. Any cost incurred by District necessitated by emergency or other repairs prior to final acceptance by District will be charged against Applicant.

24. **Title:** Immediately upon acceptance, all right, title and interest in the pipeline extension and all other facilities herein mentioned shall vest in District.

25. **Fire Hydrants:** All fire hydrants will be turned over to the local public agency having control of public fire protection in the area, to be operated and maintained by it the same as other hydrants in the area.

26. **Area Not to be Served Before Acceptance:** Nothing herein contained and no temporary service from any facility herein provided for and no installation provided for herein shall be construed as an agreement or undertaking on the part of District to serve Applicant's property prior to the time this contract shall have been performed in its entirety by Applicant and the facilities shall have been accepted by District.

27. **No Refunds:** No refunds will be made from the sale of the water from this extension.

28. **Dispute Resolution:** Any dispute or claim in law or equity between District and Applicant or Contractor arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Applicant or Contractor arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

This provision is intended to be severable. If this provision is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, it shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

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

30. **Attorney's Fees**: In the event of legal action by District to collect any sums due from Applicant hereunder, the prevailing party shall be entitled to reasonable attorney's fees to be set by the court.

31. **Interest on Unpaid Accounts**: Any monies owed the District shall begin accruing interest sixty days after the first billing date. Said interest will be the rate District earns on its investments plus one percent, but shall in no event exceed 10% per annum.

32. **Time of the Essence**: Time is of the essence.

33. **Non-Transferable**: This agreement applies only to the parcel(s) of land hereinabove described and may not be transferred to any other parcel(s) of land.

34. **Deadline to Activate Service**: The service connections covered under this agreement must be put to the use for which application was made within eight years of the completion of the facilities installed pursuant to this agreement. If activation is not achieved in the time specified, the District will cause the service to be abandoned and will refund the connection fees, less the cost of abandoning the service, to the owner of record or his designee.

35. **Water Conservation**: Applicant shall install high-efficiency toilets not to exceed 1.28 gallons per flush, showerheads that use not more than 2.0 gallons of water per minute, kitchen and lavatory faucets that use not more than 1.5 gallons of water per minute, and pressure-reducing valves set to maintain a maximum of 60 p.s.i. static pressure at the regulator outlet. Drought-tolerant landscaping and drip irrigation shall be used except where demonstrated to be infeasible. The installation of a gray water recycling system designed to reuse the maximum practicable amount of gray water on site is also required. All water conservation measures shall comply with the provisions of District rules and regulations in effect at the time water service is granted.

36. **Landscaping**: Final landscape and irrigation plans must be submitted and reviewed by District for compliance with District's current landscape water conservation ordinance. All plans must pass ordinance review before water service is granted to any portion of this project.

37. **System Protection**: Applicant shall install and maintain backflow protection on water services if deemed necessary by District.

38. **High Pressure:** Water service to said project will be granted only under the District's "High Pressure Application".

39. **Service Connections:** The individual service connections under this agreement will be granted under the District's rules and regulations in effect at the time service is granted.

40. **Satisfaction of District:** Whenever, in this agreement, the satisfaction of District must be met and District or its Board of Directors makes a determination in good faith of satisfaction or dissatisfaction, such determination shall be final and binding upon all parties hereto.

**LUCAS VALLEY-TALUS LLC
2000 CROW CANYON PL STE 350
SAN RAMON CA 94583**

By _____
Name and Title

MARIN MUNICIPAL WATER DISTRICT

By _____
President, Board of Directors

By _____
Secretary



180 Grand Avenue
Suite 1050
Oakland, CA 94612
510.839.5066 [phone](#)
510.839.5825 [fax](#)

Item Number: 13
Attachment: 04

esassoc.com

memorandum

date October 27, 2021

to Mr. Joseph Eischens, Marin Municipal Water District

from Jill Hamilton
 Dave Davis, AICP

subject Review of CEQA Documentation for the Talus Reserve – Erin Drive Project

Attachments

1. Vicinity Map
2. Project Maps from the Final EIR Amendment to the *Oakview Master Plan Tentative Map Amendment to the Final Environmental Impact Report*
3. Site Plan for the Currently Proposed Talus Reserve-Erin Drive Project

Summary

This memorandum concerns environmental documents for the former Oakview Master Plan project in Marin County near Lucas Valley Road and U.S. Highway 101. Lucas Valley – Talus, LLC is moving forward with a portion of the Master Plan, the Talus Reserve – Erin Drive Project, and is seeking to secure a pipeline extension agreement (PEA) and water service from Marin Municipal Water District (MMWD or District). The County of Marin approved the Master Plan, of which the Talus Reserve – Erin Drive Project is a part. Water service and fire protection for the development will require a pipeline extension from MMWD’s existing facilities in Erin Drive and Gallinas Drive.

ESA has reviewed the project’s EIR and associated approval documents and contacted the Marin County Planning Department and Department of Public Works as a part of our evaluation. This memorandum includes background information on the project, compliance documentation prepared pursuant to the California Environmental Quality Act (CEQA), and approval actions for the project; and review of CEQA and project approval documentation completed for the project with a focus on the specific actions to be taken by MMWD.

MMWD is a Responsible Agency as defined in the CEQA Guidelines with respect to the proposed Pipeline Extension Agreement (PEA) for the Talus Reserve – Erin Drive Project. The District has discretionary authority to approve or deny the PEA, which constitutes a project under CEQA (§15378), and is therefore subject to environmental compliance. Prior to reaching a decision on the PEA, the Board must consider the environmental effects of the project as shown in the project’s EIR documentation.

Assuming all adopted mitigation measures and conditions of approval assigned to the project by Marin County are implemented, there would be no significant impacts attributable to the Talus Reserve -- Erin Drive Project

associated with issuance of a PEA for a pipeline extension from MMWD’s existing facilities in Erin Drive and Gallinas Drive.

Attachment 1 presents a vicinity map for the Talus Reserve – Erin Drive Project.

Project History and CEQA Background

- In 1999, an application to subdivide a property located at 200 Lucas Valley Road, identified as Assessor’s Parcel No. 164-270-03 and located at the northwestern quadrant of the U.S. Highway 101 (US 101)/Lucas Valley Road interchange, was submitted to Marin County, referred to as the Oakview Project Master Plan (Oakview Project or Master Plan). This initial version of the Oakview Project included subdividing the 106.3-acre property into two parcels. Parcel 1 would include 15.3 acres reserved for eventual site development with a maximum of 28 detached single-family residences, 1.8 acres of public right of way and 34.8 acres of open space for a total of 51.9 acres. Parcel 2 would consist of 20.1 acres reserved for eventual development of a maximum of 94,400 square feet of administrative/office development, 9.0 acres reserved for future interchanges improvements to US 101, and 34.3 acres of open space for a total of 54.4 acres.
- On March 28, 2001, the County published a Draft EIR for the Oakview Project and circulated it for review to the State Clearinghouse, state and local agencies and special districts including MMWD, surrounding property owners, and other interested groups and individuals.
- The project sponsors subsequently agreed to submit project design options to address comments received on the Draft EIR.
- In June 2002, the project sponsors submitted design options, including an optional design for an assisted living residential use in lieu of the proposed office use that is intended to be compatible with the residential land use designation in the City of San Rafael’s General Plan and proposed as an option to affordable housing; and an optional wetlands restoration plan that includes off site wetlands restoration. On June 27, 2002, the County distributed for review the Final EIR and Response to Comments. **Attachment 2** presents project site maps from the Final EIR. In response to comments received on the Final EIR the Marin County Planning Commission directed staff to provide additional information pertaining to cumulative impact analysis.
- In December 2002, the Community Development Agency prepared a Final EIR Response to Comments Amendment providing responses to all of the issues raised on the Final EIR. The Final EIR Response to Comments Amendment was distributed to the State Clearinghouse, state and local agencies and special districts including MMWD, and other interested groups and individuals.
- In April 2003 and June 2004, the project sponsor submitted a revised application and letter request amending the Master Plan. The revised Project subdivided the 106.3-acre property into two lots for future residential and assisted living development. Lot 1 reserves 15.3 acres of a maximum of 28 detached single-family residential lots, 1.8 acres of public right-of-way, 34.2 acres of open space, and 0.6 acres for freeway interchange improvements for a total of 51.9 acres. Lot 2 reserves 11.0 acres for a maximum 94,400 square foot assisted living facility, 34.6 acres of open space, and 8.8 acres for freeway interchange improvements, for a total of 54.4 acres. The residential component of the Master Plan designates an area for the future development of a 28-unit residential subdivision that would be accessed by a public roadway extension to Erin Drive. The Master Plan includes standards for the future residences (e.g., proposed building envelopes, maximum floor area of 4,500 square feet per home). The assisted living component of the Master Plan would provide for future development of a maximum 150-unit retirement community. The assisted living

community would be accessed Marinwood Avenue. A second amendment to the Final EIR was prepared for the revised Project.

- On January 11, 2005, the Marin County Board of Supervisors certified the EIR for the Oakview Project Master Plan and Land Division (Tentative Map) as complete and adequate and adopting the MMRP. On the same date, the Board of Supervisors adopted an ordinance modifying the Project and adopting conditions of Project approval. The conditions of project approval include the requirement that the applicant obtain approval of a pipeline extension agreement with MMWD to extend water service to the property. The Project was approved based on a residential density of 0.97 units per acres, based on 103 residential units including 28 single family residential units and 75 independent assisted living units. After the Board’s approval, a parcel map was recorded creating the subject property, a property to be developed as an assisted living facility, a parcel reserved for Caltrans to build an intersection, and an open space parcel that was dedicated to the Marinwood Community Services District for ongoing public use. As part of the ordinance approving the Oakview Master Plan, the Board of Supervisors adopted a number of conditions of approval. With regard to MMWD and the provision of water service to future development of the residential component of the Master Plan on Parcel 1, the ordinance requires that the applicant must demonstrate compliance with the following conditions:
 - The landscape plan for the area of land west of the Erin Street extension shall consist of trees that are planted outside of the existing public utility easement and tree types where the drip line at maturity will not extend into the public utility easement.
 - The landscape plan shall incorporate predominantly fire-resistive, native, and drought tolerant plant species.
- On January 19, 2005 a Notice of Determination was filed with the Marin County Clerk.
- On March 9, 2009, the Marin County Planning Commission approved the Oakview Vesting Tentative Map and Precise Development Plan, which authorized the subdivision of land to develop 28 single family residences.

Review of CEQA Documents Completed for the Project with respect to the Pipeline Extension Agreement

This section is based on review of the following documents:

- *Oakview Master Plan Use Permit Vesting Tentative Map Final Environmental Impact Report*. County of Marin, June 2002. Includes Draft EIR and Final EIR.
- *Oakview Master Plan Use Permit Vesting Tentative Map Final Environmental Impact Report Response to Comments Amendment*. County of Marin, December 2002.
- *Oakview Master Plan Tentative Map Amendment to the Final Environmental Impact Report*. County of Marin, November 2002
- Resolution No. 2005-05 Approving an Amendment to and Certifying the Oakview Final Environmental Impact Report, 200 Lucas Valley Road, San Rafael, Assessor’s Parcel 164-270-03.

- Board of Supervisors packet containing, letter from the Marin County Community Development Agency to the Marin County Board of Supervisors and including the proposed resolution approving an amendment to and Certifying the Oakview Final Environmental Impact Report, the MMRP, proposed ordinance approving the Oakview Master Plan, and proposed resolution approving the Oakview Land Division.
- *Notice of Determination for the Oakview Master Plan Use Permit Vesting Tentative Map.* Marin County, January 19, 2005.

Consistency of Talus Reserve – Erin Drive Project with Project Evaluated in CEQA Documentation. Lucas Valley – Talus, LLC, is currently moving forward with a portion of the Master Plan: The Talus Reserve – Erin Drive Project (refer to **Attachment 3**). The Talus Reserve – Erin Drive Project involves the construction of 28 single-family residential units along a proposed extension of Erin Drive from Gallinas Drive. Consistent with the ordinance approving the project, the maximum allowable building area is as follows:

- For the land covered by Lots 1 through 12 the maximum allowable building area shall not exceed 3,000 square feet per residential unit. The maximum enclosed building area may be increased to 3,500 square feet if a second unit with no interior connection to the main unit is constructed.
- The maximum allowable building area for the land area that is covered by Lots 13 to 28 shall not exceed 3,500 square feet. The maximum enclosed building area may be increased to 4,000 square feet if a second unit with no interior connection to the main unit is constructed.

As currently planned and as shown in Attachment 3 of this memorandum, the Talus Reserve – Erin Drive Project appears to reflect the residential development proposed in the northern portion of Master Plan project site that was evaluated as part of the EIR and approved by Marin County.

Water Service. Regarding water service, the EIR concluded that no new water facilities (other than the pipeline extension) would be necessary and that MMWD had sufficient supplies to serve the project, and that the project would not add to cumulative water service impacts. The EIR states the following regarding the Master Plan as described in the Draft EIR:

The existing water system would need to be expanded to serve proposed development at the project site. Existing MMWD facilities near the site would be able to serve to an elevation of 210 feet. No homes or fixtures within homes are expected above this level. No new water facilities would be required, except for tie-ins to the existing water distribution system in the area.

The project is estimated to result in an increased demand of about 20 acre-feet 9 of water per year. This estimate does not include water used for landscape irrigation as well as for non-potable uses in the commercial buildings. The MMWD ~will require use of recycled water (available from the main running adjacent to the site under Lucas Valley Road) for irrigation. Irrigation consumption cannot be determined until submittal of landscaping plans which would occur after Master Plan review. The MMWD has an involved process to determine water availability for a specific site. MMWD developed its overall water supply plan based on current zoning throughout its service area and, to be conservative, assumed maximum buildout of all parcels in the district. MMWD then estimated water demand for the year 2025, developed a water supply plan based on the expected demand, and obtained a firm water supply for the water demand through 2025. This process assumed project site development. MMWD water supplies are adequate to serve the project. Therefore, project-generated water demand would be a less-than-significant impact. The MMWD estimated that the 28 housing units would use approximately 0.38 acre-foot a year each for a total of 10.64 acre-feet a year. Commercial development would use approximately 0.10 acre-foot per 1,000 square feet of building area or about 9.4 acre-feet a year for the 94,400 square feet of commercial space proposed.

MMWD submitted a comment letter on the Draft EIR.¹ MMWD's letter indicated that it had a few minor comments relating to aged data cited in the EIR (e.g., references to ordinances that had been superseded). The Final EIR contains revisions to the Draft EIR addressing MMWD's comments.

On the basis of the analysis presented in the EIR, the ordinance approving the revised Master Plan found that MMWD has sufficient water supplies for domestic and fire protection purposes to service the proposed development.

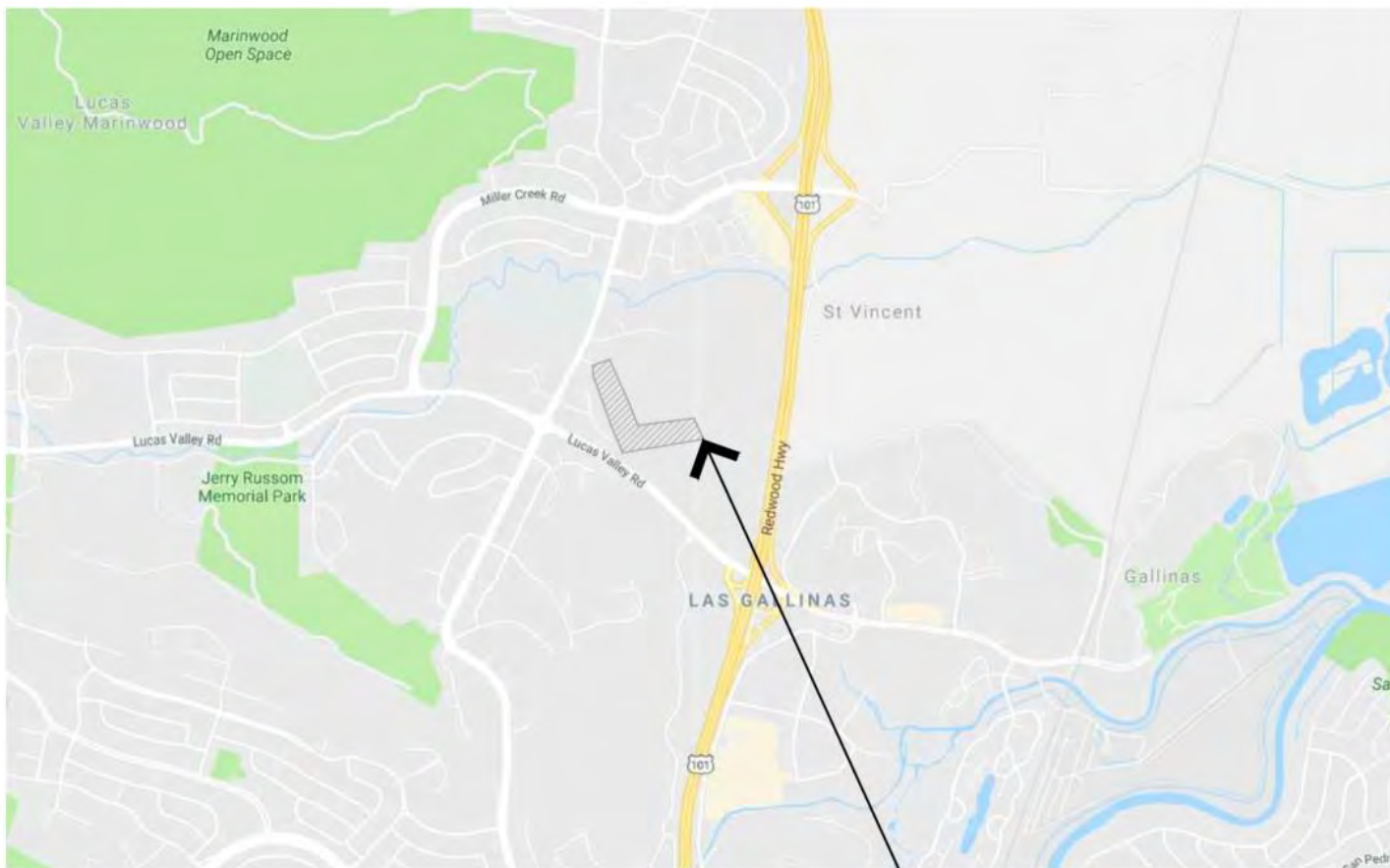
Significant Impacts. As documented in the Notice of Determination filed for the Project and elsewhere, the County Board of Supervisors determined that the Project in its approved form would not have a significant effect on the environment, and that mitigation measures identified in the EIR were made a condition of approval for the Project. The project itself evolved through the CEQA and project approval processes to address environmental and community concerns. The MMRP adopted for the project contains mitigation measures to mitigate significant impacts in the following topical areas: geotechnical issues, hydrology and drainage, water quality, biological resources, visual and aesthetic quality, air quality, noise, public services (related to wildland-building fire exposure), and transportation and circulation.

Assuming all adopted mitigation measures and conditions of approval assigned to the project by Marin County are implemented, there would be no significant impacts attributable to the Talus Reserve -- Erin Drive Project associated with issuance of a PEA for a pipeline extension from MMWD's existing facilities in Erin Drive and Gallinas Drive.

¹ Refer to Letter 4 in the *Oakview Master Plan Use Permit Vesting Tentative Map Final Environmental Impact Report*, June 2002 [pdf page 437].

ATTACHMENT 1: VICINITY MAP

LOCATION MAP



PROJECT SITE

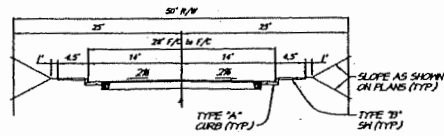
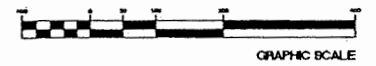
ATTACHMENT 2: PROJECT MAPS FROM FINAL EIR AMENDMENT

MITIGATION ALTERNATIVE
GRADING AND DRAINAGE PLAN

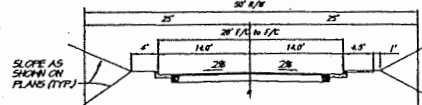
OAKVIEW

A RESIDENTIAL AND ADMINISTRATIVE/PROFESSIONAL DEVELOPMENT
MARIN COUNTY, CALIFORNIA

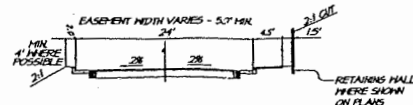
IS ILS ASSOCIATES, INC.
CIVIL, ENGINEERING AND LAND SURVEYING
79 CALL DRIVE, DOWATO, CA 94949 (415)863-9200 FAX 863-2763



TYPICAL ROADWAY SECTION
ERIN DRIVE - OLD TO END
SCALE: 1" = 10'



TYPICAL ROADWAY SECTION
ERIN DRIVE - OLD TO BALB
SCALE: 1" = 10'



TYPICAL ROADWAY SECTION
ROADWAY 12'
SCALE: 1" = 10'

GEOTECHNICAL LEGEND:

- COLLUVIAL SOILS
- LANDSLIDE DEPOSIT (KLEINFELDER)
- CRETACEOUS SEDIMENTS
- ZONE OF SURFACE SEEPAGE (HERZOG)
- GULLY EROSION
- DEBRIS FLOW (HERZOG)
- POTENTIAL BEDROCK LANDSLIDE AREA C (KLEINFELDER)
- POTENTIAL BEDROCK LANDSLIDE AREA D (KLEINFELDER)

NOTE: GEOLOGIC FEATURES AS DESCRIBED IN GEOTECHNICAL REPORT BY DONALD HERZOG & ASSOC. DATED MARCH 21, 1983; IN GEOTECHNICAL REPORT BY KLEINFELDER INC. DATED NOVEMBER 14, 1997, AND MODIFIED AS A RESULT OF RECENT RECONNAISSANCE CONDUCTED ON DECEMBER 17, 1999.

LEGEND:

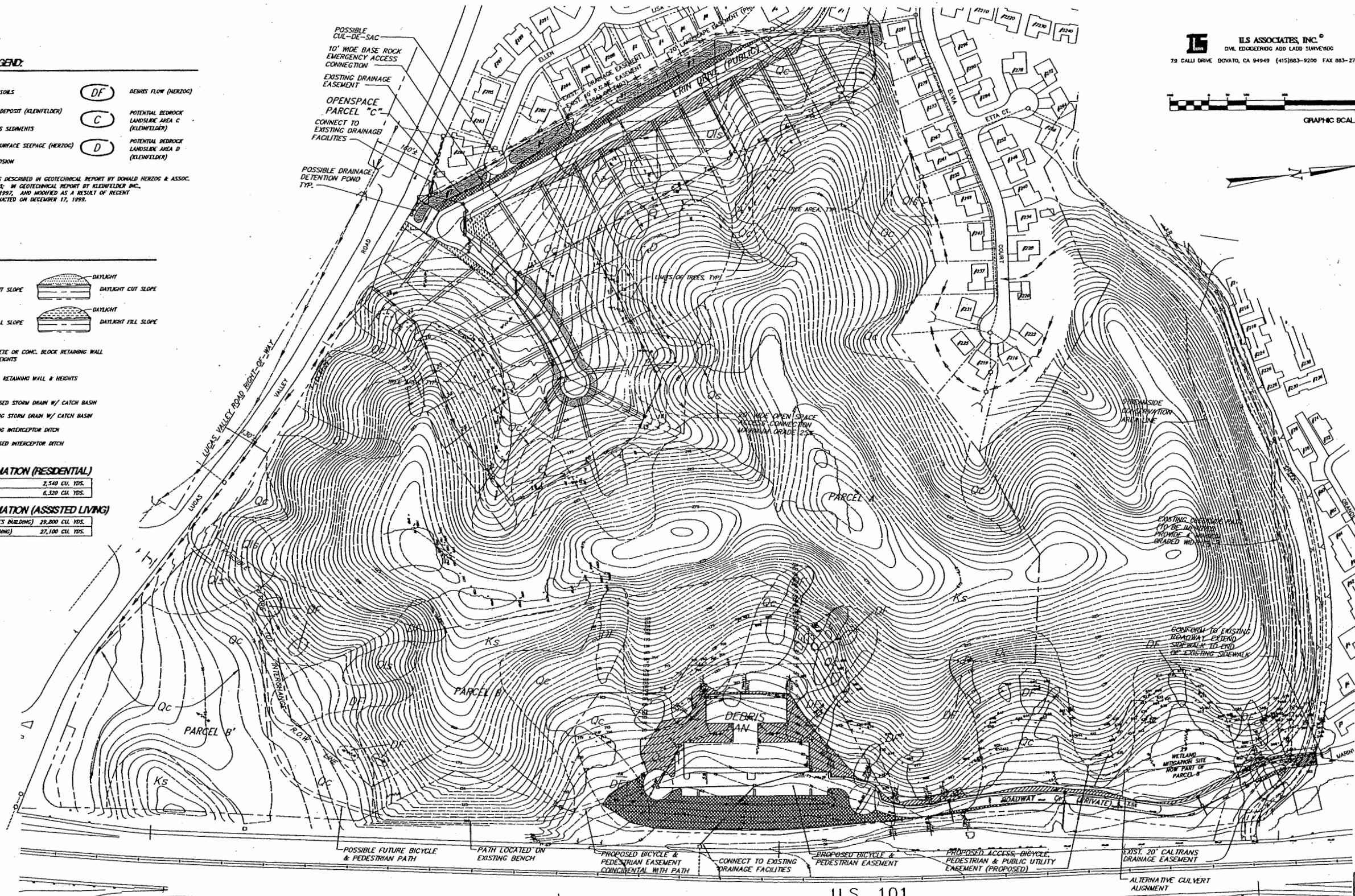
- 2:1 CUT SLOPE
- DAYLIGHT CUT SLOPE
- 2:1 FILL SLOPE
- DAYLIGHT FILL SLOPE
- CONCRETE OR COM. BLOCK RETAINING WALL AND HEIGHTS
- TIMBER RETAINING WALL & HEIGHTS
- PROPOSED STORM DRAIN W/ CATCH BASIN
- EXISTING STORM DRAIN W/ CATCH BASIN
- EXISTING INTERCEPTOR DITCH
- PROPOSED INTERCEPTOR DITCH

EARTHWORK ESTIMATION (RESIDENTIAL)

TOTAL EXCAVATION	2,540 CU. YDS.
TOTAL FILL	6,320 CU. YDS.

EARTHWORK ESTIMATION (ASSISTED LIVING)

TOTAL EXCAVATION (INCLUDES BUILDING)	29,800 CU. YDS.
TOTAL FILL (INCLUDES BUILDING)	27,100 CU. YDS.



N:\PROJ2\5140\5140IMP3.dwg, GRADING & DRAINAGE, 06/30/2003 10:22:38 AM, I.L. Schwartz Assoc. - J.R.K.

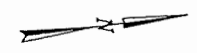
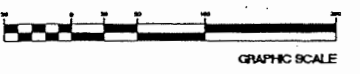
DRAWN	A.J.P.
DATE	06/26/03
DWG NO.	5140
SHEET NO.	3 OF 7

N:\PROJ2\5140\dwg\5140IMP3.dwg, ALTER. ACCESS LAYOUT, 06/30/2003 10:23:50 AM, I.L. Schwartz Assoc. -JRK

MITIGATION ALTERNATIVE
ALTERNATIVE ACCESS
RESIDENTIAL AREA LAYOUT

OAKVIEW
A RESIDENTIAL AND ADMINISTRATIVE/PROFESSIONAL DEVELOPMENT
MARRI COUNTY, CALIFORNIA

ILS ASSOCIATES, INC.
CIVIL, ENGINEERING AND LAND SURVEYING
79 CALLI DRIVE, NOVATO, CA 94948 (415)883-9200 FAX 883-2763



NOTE:
WHERE CLUSTER IS INDICATED, ONE MAIN TRUNK EXISTS ABOVE GROUND
WITH MULTIPLE TRUNKS LESS THAN 6" GROWING OUT OF THE MAIN TRUNK.
SIZE OF CLUSTER EQUALS MAIN TRUNK SIZE AT GROUND. WHERE MULTIPLE
TRUNKS ARE INDICATED, ONE MAIN TRUNK EXISTS ABOVE GROUND WITH
MULTIPLE TRUNKS, 6" OR GREATER AS LISTED, GROWING OUT OF MAIN TRUNK.

TREE INVENTORY

1	20" OAK	56	34" OAK	340	12" OAKS
2	2-8" 2-13" OAKS	57	2-12" OAK	341	6" OAK
3	2-16" 7" 9" 10" OAKS	58	24" 30" 36" OAK	342	14" BAY
4	30" OAK	59	10" 12" OAKS	343	12" BAY
5	14" BAY, 2-6" OAKS	60	12" OAK	358	6" 10" 3-12" OAKS
6	2-12" OAKS	61	14" OAK	361	6" BAY
7	10" OAK	62	18" OAK	364	6" OAK
8	2-3" BAYS, 12", 13" OAKS	63	24" OAK	367	6" 10" 10" 12" OAKS
9	18" OAK	64	24" OAK	368	8" OAK
10	2-7" OAKS	65	24" OAK	381	12" OAK
11	6" OAKS	66	24" OAK	382	2-12" 16" OAKS
12	3" 5" 11" OAKS	67	3-6" 12" OAKS	383	20" OAK
13	12" OAK, 2-12" OAKS	68	10" 2-12" OAKS	389	12" 20" OAKS
14	15" OAK	72	30" BAY CLUSTER	400	2-8" OAKS
15	8" OAK	73	18" OAK	401	6" OAK
16	9" OAK	74	24" OAK	440	8" OAK
17	9" OAK	147	18" OAK	450	2-12" OAKS
18	2-6" OAKS	148	2-18" 12" OAK	458	8" 12" OAKS
19	8" 14" BAY	149	14" BAY	459	12" OAK
20	6" OAK	150	10" BAY	462	16" OAK
21	11" OAK	151	12" OAK	467	2-18" 12" 20" 18" 2-14" 8" OAKS
22	12" 20" OAK, 2 BAYS	152	8" OAK	497	8" OAK
23	6" 5" BAY	219	30" OAK	498	6" OAK
24	28" BAY	228	12" OAK	499	8" OAK
25	7" OAK	229	8" 12" OAKS	510	10" OAK
26	8" OAK	230	10" OAK	511	20" OAK
27	7" OAK	231	14" 18" OAKS	512	12" OAK
28	21" OAK	232	8" OAK	529	2-10" 20" OAKS
29	6" 5" 11" 2-5" OAKS	233	10" OAK	530	6" 8" BAYS
30	16" OAK	274	26" BAY CLUSTER	531	8" OAK
31	8" 14" OAKS	275	8" 14" OAKS	532	10" OAK
32	10" BAY	276	10" BAY		
33	12" OAK	277	2-18" 12" 16" OAKS		
34	12" 24" OAK	278	12" 24" OAK		
37	18" OAK	281	6" 12" OAK		
38	2-8" 9" 12" 16" OAKS	282	10" BAY		
39	16" OAK	283	16" OAK		
43	28" OAK	288	2-10" 12" 14" OAKS		
44	7" 14" 26" OAK	289	10" OAK		
45	2-12" 18" 15" 17" 19" 30" OAKS	303	8" 20" OAKS		
46	4" 4-6" 8" OAKS	304	10" 12" 14" 18" OAKS		
47	2-14" 18" OAKS	305	10" OAK		
48	12" 22" OAKS	308	12" BAY		
49	16" 26" OAKS	330	10" BAY		
53	24" OAK	339	14" OAK		

TREES TO BE REMOVED - TOTAL NO. 0

REPLACES SHEET 6 OF 10

APAL 161-210-11
FIELD BOOK NO. 166
DWG. FILE: N:\PROJ2\5140\DWG\TREES

DATE	A.J.P.
DATE	06/26/03
DWG. NO.	5140
SHEET NO.	4 OF 7

LEGEND:

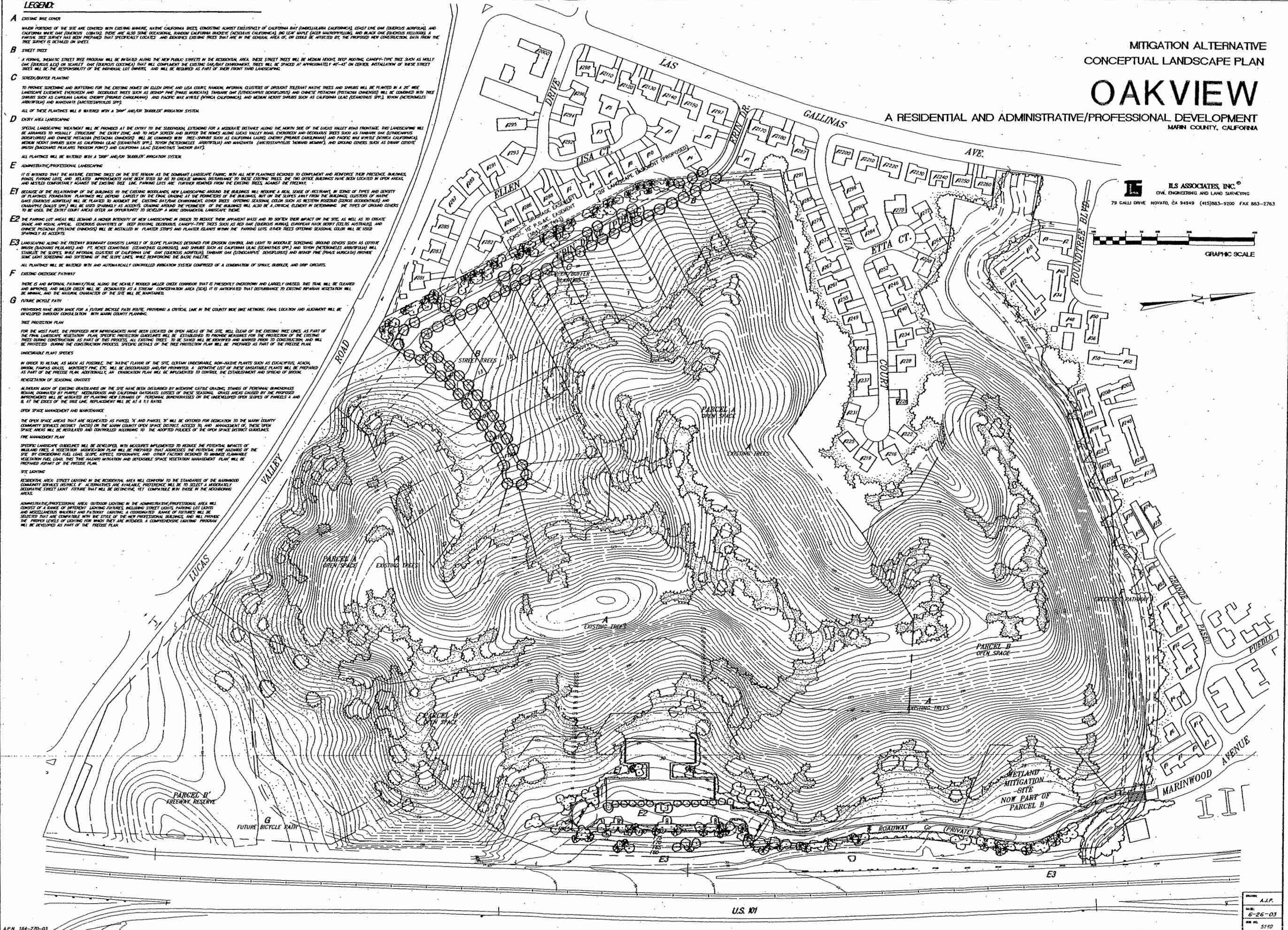
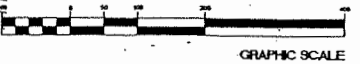
- A EXISTING TREE COVER**
MAJOR PORTIONS OF THE SITE ARE COVERED WITH EXISTING MATURE, NATIVE CALIFORNIA TREES, CONSISTING ALMOST EXCLUSIVELY OF CALIFORNIA BAY (SAMBUCUS CALIFORNICA), COAST LIVE OAK (QUERCUS AEGAGRIA) AND CALIFORNIA WHITE OAK (QUERCUS LAEVOLENS). THERE ARE ALSO SOME OCCASIONAL RANDOM CALIFORNIA ANGELO (QUERCUS CALIFORNICA), THE LEAF MOUNTAIN (ELER MADROPERILLUM), AND BLACK OAK (QUERCUS TELICOLENS). A PARKING TREE SURVEY HAS BEEN PROVIDED THAT SPECIFICALLY LOCATES AND IDENTIFIES EXISTING TREES THAT ARE IN THE GENERAL AREA OF, OR CLOSE BY, WRITTEN BY THE PROPOSED NEW DEVELOPMENT, DATA FROM THE TREE SURVEY IS DETAILED ON SHEET.
- B STREET TREES**
A FORMAL, MEANING STREET TREE PROGRAM WILL BE INSTALLED ALONG THE NEW PUBLIC STREETS IN THE RESIDENTIAL AREA. THESE STREET TREES WILL BE MEDIUM HEIGHT, DEEP ROOTING, CANOPY-TYPE TREES SUCH AS MULLY OAK (QUERCUS AEGAGRIA) OR SCARLET OAK (QUERCUS COCA) THAT WILL COMPLEMENT THE EXISTING LOCAL ENVIRONMENT. TREES WILL BE SPACED AT APPROXIMATELY 40'-45' ON CENTER. INSTALLATION OF THESE STREET TREES WILL BE THE RESPONSIBILITY OF THE ADDRESS LOT OWNERS, AND WILL BE REQUIRED AS PART OF THEIR FRONT YARD LANDSCAPING.
- C SCREEN/BUFFER PLANTING**
TO PROVIDE SCREENING AND BUFFERING FOR THE EXISTING FOREST ON ELLEN DRIVE AND LUCAS DRIVE, RANDOM, INFORMAL CLUSTERS OF DROUGHT TOLERANT NATIVE TREES AND SHRUBS WILL BE PLANTED IN A 20' WIDE LANDSCAPE BUFFER (MORNING GLORY AND DECIDUOUS TREES SUCH AS BISHOP PINE (PINUS MONARCA), FRAGRANT OAK (QUERCUS BOYDII) AND CHINESE PISTACHIO (PISTACHIA CHINENSIS)) WILL BE COMBINED WITH TREE SHRUBS SUCH AS CALIFORNIA LAUREL CHERRY (PRUNUS CALIFORNICA) AND PACIFIC BAY VIBURNUM (VIBRICA CALIFORNICA), AND MEDIUM HEIGHT SHRUBS SUCH AS CALIFORNIA LEAD (SANTOLINA SPP.), TOWN METROSOMES (METSOMES SPP.) AND MANOWAITH (METSOMES SPP.).
ALL OF THESE PLANTINGS WILL BE WATERED WITH A 200' AND/OR TRIGGER IRRIGATION SYSTEM.
- D ENTRY AREA LANDSCAPING**
SPECIAL LANDSCAPE TREATMENT WILL BE PROVIDED AT THE ENTRY TO THE SUBDIVISION, EXTENDING FOR A MODERATE DISTANCE ALONG THE NORTH SIDE OF THE LUCAS VALLEY ROAD FRONTAGE. THIS LANDSCAPING WILL BE ARRANGED TO VISUALLY STRUCTURE THE ENTRY ZONE AND BUFFER THE FOREST ALONG LUCAS VALLEY ROAD. EXISTING AND OCCASIONAL TREES SUCH AS FRAGRANT OAK (QUERCUS BOYDII) AND CHINESE PISTACHIO (PISTACHIA CHINENSIS) WILL BE COMBINED WITH TREE-SHRUBS SUCH AS CALIFORNIA LAUREL CHERRY (PRUNUS CALIFORNICA) AND PACIFIC BAY VIBURNUM (VIBRICA CALIFORNICA). MEDIUM HEIGHT SHRUBS SUCH AS CALIFORNIA LEAD (SANTOLINA SPP.), TOWN METROSOMES (METSOMES SPP.), AND MANOWAITH (METSOMES SPP.) WILL BE COMBINED WITH TREE-SHRUBS SUCH AS BISHOP PINE (PINUS MONARCA) AND CALIFORNIA LAUREL CHERRY (PRUNUS CALIFORNICA). ALL PLANTINGS WILL BE WATERED WITH A 200' AND/OR TRIGGER IRRIGATION SYSTEM.
- E ADMINISTRATIVE/PROFESSIONAL LANDSCAPING**
IT IS ANTICIPATED THAT THE MATING EXISTING TREES ON THE SITE REMAIN AS THE DOMINANT LANDSCAPE FABRIC, WITH ALL NEW PLANTINGS DESIGNED TO COMPLEMENT AND REINFORCE THEIR PRESENCE. BUILDINGS, PAVING, PARKING LOTS, AND RELATED IMPROVEMENTS HAVE BEEN SITED SO AS TO CAUSE MINIMAL INTERFERENCE TO THESE EXISTING TREES. THE TWO OFFICE BUILDINGS HAVE BEEN LOCATED IN OPEN AREAS, AND RELATED CONSTRUCTION AGAINST THE EXISTING TREE LINE. PARKING LOTS ARE TYPICALLY REMOVED FROM THE EXISTING TREES, AGAINST THE DRIVEWAY.
- E1** BECAUSE OF THE RELATIONSHIP OF THE BUILDINGS TO THE EXISTING WOODLANDS, NEW LANDSCAPING AROUND THE BUILDINGS WILL REQUIRE A REAL SENSE OF RESTRAINT, IN TERMS OF TYPES AND DENSITY OF PLANTINGS. FOUNDATIONAL PLANTINGS, ESPECIALLY ON THE FRONT PORCHES AT THE FRONTAGES OF THE BUILDINGS, BUT ON THE SLOPES AWAY FROM THE BUILDINGS, CLUSTERS OF MATURE OAKS (QUERCUS AEGAGRIA) WILL BE PLANTED TO ACCENT THE EXISTING BAY/OAK ENVIRONMENT. OTHER TREES OFFERING SEASONAL COLOR SUCH AS WESTERN ROSEHEDGE (CECIS OCCIDENTALIS) AND CHAMPAGNE GRASS (SPO) WILL BE USED SPARINGLY AS ACCENTS. SHRUBS AROUND THE PERIPHERY OF THE BUILDINGS WILL ALSO BE A CRITICAL ELEMENT IN DETERMINING THE TYPES OF GROUND COVERS TO BE USED. THE ENTRY COURT AREAS OFFER AN OPPORTUNITY TO DEVELOP A MORE DIVERSIFIED LANDSCAPE THEME.
- E2** THE PARKING LOT AREAS WILL DEMAND A HIGHER INTENSITY OF NEW LANDSCAPING IN ORDER TO REDUCE THEIR APPARENT MASS AND TO SOFTEN THEIR IMPACT ON THE SITE, AS WELL AS TO CREATE SPACE AND VISUAL APPEAL. CONSIDERABLE QUANTITIES OF DEEP ROOTING, DECIDUOUS, CANOPY-TYPE TREES SUCH AS RED OAK (QUERCUS RUBRA), EUROPEAN HAWK BERRY (CECIS ALBERTINA), AND GRASSY PERSICARIA (PERSICARIA CHINENSIS) WILL BE INSTALLED IN PLANTER STRIPS AND PLANTER ISLANDS WITHIN THE PARKING LOTS. OTHER TREES OFFERING SEASONAL COLOR WILL BE USED SPARINGLY AS ACCENTS.
- E3** LANDSCAPING ALONG THE DRIVEWAY BOUNDARY CONSISTS LARGELY OF SLOPE PLANTINGS DESIGNED FOR EROSION CONTROL AND LIGHT TO MODERATE SCREENING. GROUND COVERS SUCH AS CENTURY BROWN (SANTOLINA SPP.) AND PE REYES (SANTOLINA SPP.), AND SHRUBS SUCH AS CALIFORNIA LEAD (SANTOLINA SPP.) AND TOWN METROSOMES (METSOMES SPP.) WILL STABILIZE THE SLOPES. SOME LIGHT SCREENING AND SOFTENING OF THE SLOPE LINES, WHILE REINFORCING THE BASIC PALETTE.
- ALL PLANTINGS WILL BE WATERED WITH AN AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM COMPRISED OF A COMBINATION OF SPRAY, BURRER, AND DRIP CIRCUITS.
- F EXISTING OROLOGICAL PATHWAY**
THERE IS AN INFORMAL PATHWAY/STREAM ALONG THE HEAVILY WOODED MILLER CREEK CORRIDOR THAT IS PRESERVED OVERGROWN AND LARGELY UNUSED. THIS TRAIL WILL BE CLEARED AND IMPROVED, AND MILLER CREEK WILL BE DESIGNATED AS A STREAM. CONSERVATION AREA (SCA). IF IT IS ANTICIPATED THAT DISTURBANCE TO EXISTING RIPARIAN VEGETATION WILL BE MINIMAL, AND THE NATURAL CHARACTER OF THE SITE WILL BE MAINTAINED.
- G FUTURE BICYCLE PATH**
PROPOSALS HAVE BEEN MADE FOR A FUTURE BICYCLE PATH ROUTE, PROVIDING A CRITICAL LINK IN THE COUNTY WIDE BIKE NETWORK. FINAL LOCATION AND ALIGNMENT WILL BE DEVELOPED THROUGH COOPERATION WITH MARIN COUNTY PLANNING.

MITIGATION ALTERNATIVE
CONCEPTUAL LANDSCAPE PLAN

OAKVIEW

A RESIDENTIAL AND ADMINISTRATIVE/PROFESSIONAL DEVELOPMENT
MARIN COUNTY, CALIFORNIA

ILS ASSOCIATES, INC.
CIVIL, ENGINEERING AND LAND SURVEYING
79 GALLI DRIVE, NOVATO, CA 94949 (415) 883-9200 FAX 883-2783



**ATTACHMENT 3: SITE PLAN FOR CURRENTLY PROPOSED TALUS
RESERVE-ERIN DRIVE PROJECT**

GRASSLAND RESTORATION & ENHANCEMENT NOTES

PROTECTION MEASURES:

1. THE PROPOSED PROJECT SHALL LIMIT IMPACTS TO NATIVE GRASSLAND TO THAT WITHIN GRADED AREAS. THE FOLLOWING MEASURES SHALL BE IMPLEMENTED TO ENSURE THAT IMPACTS ARE MINIMIZED:
2. A TEMPORARY CONSTRUCTION FENCE SHALL SEPARATE AREAS PROPOSED FOR GRADING FROM AREAS DOMINATED BY NATIVE GRASSLANDS
3. LANDSCAPE TREES SHALL NOT BE PLACED IN AREAS DOMINATED BY NATIVE GRASSLAND.

REESTABLISHMENT MEASURES:

1. A QUALIFIED BIOLOGIST SPECIALIZING IN RESTORATION WILL IMPLEMENT THE GRASSLAND RESTORATION AND ENHANCEMENT PLAN.
2. NATIVE GRASSLANDS AREAS WILL BE RESTORED ON-SITE TO MITIGATE FOR IMPACTS ON NATIVE GRASSES, AS REQUIRED BY CONDITION #34. THE REPLACEMENT RATIO WILL BE 1:1, WITH REPLACEMENT PROVIDED ON A PER ACRE BASIS FOR EACH COVER CLASS LOST.

IMPLEMENTATION:

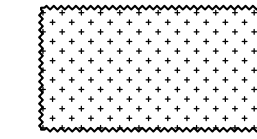
1. AFTER THE SEED BED IS PREPARED, THE SITES WILL BE IRRIGATED TO INITIATE WEED GROWTH. THE IRRIGATION WILL BE INITIATED DURING SEPTEMBER OR EARLY OCTOBER AND WILL BE REPEATED 8 TIMES, OR AS NECESSARY, OVER A 3-4 WEEK PERIOD, TO GERMINATE THE SEED SEEDS. THE WEED SEEDLINGS WILL BE TREATED WITH A SUITABLE HERBICIDE. IRRIGATION WILL BE REPEATED IN ORDER TO GERMINATE A SECOND CROP OF SEED SEEDLINGS, WHICH WILL SUBSEQUENTLY BE TREATED WITH AN HERBICIDE.
2. A HYDRO SEED MIX CONSISTING OF NASSELLA PULCHRA, FESTUCA RUBRA, JUNCUS PATENS, JUNCUS TENUIS, JUNCUS XIPHOIDES, LEYMUS TRICOIDES, AND NATIVE WILDFLOWERS WILL BE PLANTED IN THE MITIGATION AREA. SEED WILL BE PURCHASED FROM A SUITABLE GROWER.
3. SEED WILL BE SOWN AT APPROXIMATELY 20 POUNDS PER ACRE. SEED WILL BE SPREAD BY HAND OR WITH A SEED DRILL OR OTHER TYPE OF MECHANIZED EQUIPMENT. SEED WILL BE SOWN TWO WEEKS OR MORE AFTER THE SECOND CROP OF SEEDS HAS BEEN TREATED WITH AN HERBICIDE.
4. EROSION CONTROL NETTING WILL BE PLACED ON THE STEEPLY SLOPING SEEDED AREAS.
5. THE PLANTED AREA WILL BE IRRIGATED AT LEAST ONCE A WEEK, EITHER Y HAND OR BY TRUCK WATERING, UNTIL THE WINTER RAINS PROVIDE SUFFICIENT MOISTURE. IF THE RAINFALL IS LOW, THEN IRRIGATION WILL PROVIDE SUFFICIENT WATER. THE PLANTS WILL BE IRRIGATED FOR A MINIMUM OF TWO YEARS. IRRIGATION WILL OCCUR ONCE A WEEK DURING SUMMER.
6. CONTROLLING WEEDS WILL BE THE MAJOR MAINTENANCE ACTIVITY. WEEDS WILL BE CONTROLLED BY USE OF SELECTIVE HERBICIDES, CAREFULLY TIMED MOWING BEFORE MARCH OR AFTER JUNE, AND BY HAND.

SCHEDULE

- DURING SEPTEMBER OR OCTOBER, THE PLANTING AREAS WILL BE IRRIGATED TO GERMINATE WEED SEEDS.
2. DURING OCTOBER, HERBICIDE WILL BE APPLIED TO WEED SEEDLINGS.
 3. DURING OCTOBER OR EARLY NOVEMBER, IRRIGATION WILL AGAIN BE APPLIED TO THE PLANTING AREAS.
 4. DURING MID TO LATE NOVEMBER, HERBICIDE WILL BE APPLIED TO THE SECOND CROP OF SEEDLINGS.
 5. DURING LATE NOVEMBER TO EARLY DECEMBER, THE HYDRO SEED MIX WILL BE APPLIED TO THE SECOND CROP OF SEED SEEDLINGS.
 6. AFTER SEED HAS BEEN SOWN, EROSION CONTROL NETTING WILL BE APPLIED TO STEEPER PLANTING AREAS.
 7. IRRIGATION WILL BE APPLIED DURING THE RAINY SEASON AS NEEDED AND WILL BE APPLIED DURING THE DRY SEASON WEEKLY FOR TWO YEARS.
 8. THE PLANTING AREAS WILL BE MONITORED FOR FIVE YEARS FROM THE DATE OF PLANTING.

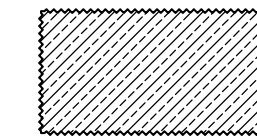
MAINTENANCE & LONG TERM MANAGEMENT

1. WEED REMOVAL IS ANTICIPATED TO BE NEEDED THROUGHOUT THE 5 YEAR MONITORING PERIOD. IT WILL BE ESPECIALLY IMPORTANT TO REMOVE WEEDS WHILE THE COVER OF THE NATIVE GRASSLAND PLANTING IS LOW. AFTER THE COVER OF NATIVE GRASSES HAS INCREASED, IT WILL BE MORE DIFFICULT FOR WEEDS TO COMPETE AND REMOVAL MAY BE NECESSARY BUT NOT AS CRITICAL AS DURING THE EARLY YEARS OF PLANTING. PARCELS A, B, & C OPEN SPACE SHALL BE HOA MAINTAINED.



HYDROSEED MIX A
40 LBS/ ACRE TOTAL:
FESTUCA RUBRA
JUNCUS PATENS
JUNCUS TENUIS
JUNCUS XIPHOIDES
LEYMUS TRICOIDES
STIPA PULCHRA

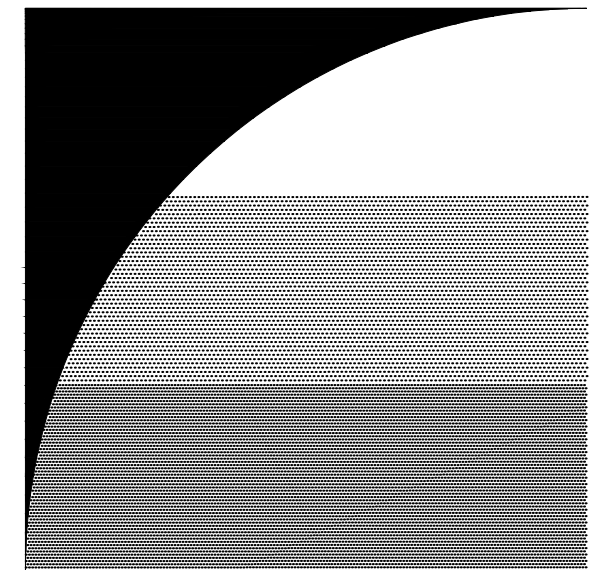
AVAILABLE PACIFIC COAST SEED OR EQUAL (925)373-4417



HYDROSEED MIX B (.35 ACRES)

STIPA PULCHRA

AVAILABLE PACIFIC COAST SEED OR EQUAL (925)373-4417



GATES
+ASSOCIATES

LANDSCAPE ARCHITECTURE
LAND PLANNING · URBAN DESIGN

2671 CROW CANYON RD. SAN RAMON, CA 94583
T 925.736.8176 www.gates.com

TALUS RESERVE
COMMON
AREA
LANDSCAPE

SAN RAFAEL
CALIFORNIA



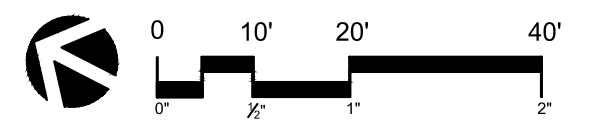
LAFFERTY
COMMUNITIES

ISSUE:	DESCRIPTION:	DATE:
1	1ST CD SUBMITTAL	10/30/2019
2	FINAL MAP SUBMITTAL	04/02/2020
3	TREE REMOVAL PERMIT	04/29/2020

**NOT FOR
CONSTRUCTION**



PROJECT NUMBER: 5634
DRAWN: DB
CHECK: KC
DATE: 04/29/2020
SCALE: 1" = 20'



GRASSLAND
RESTORATION AND
ENHANCEMENT PLAN

L2.5

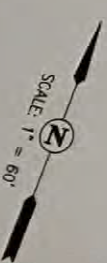
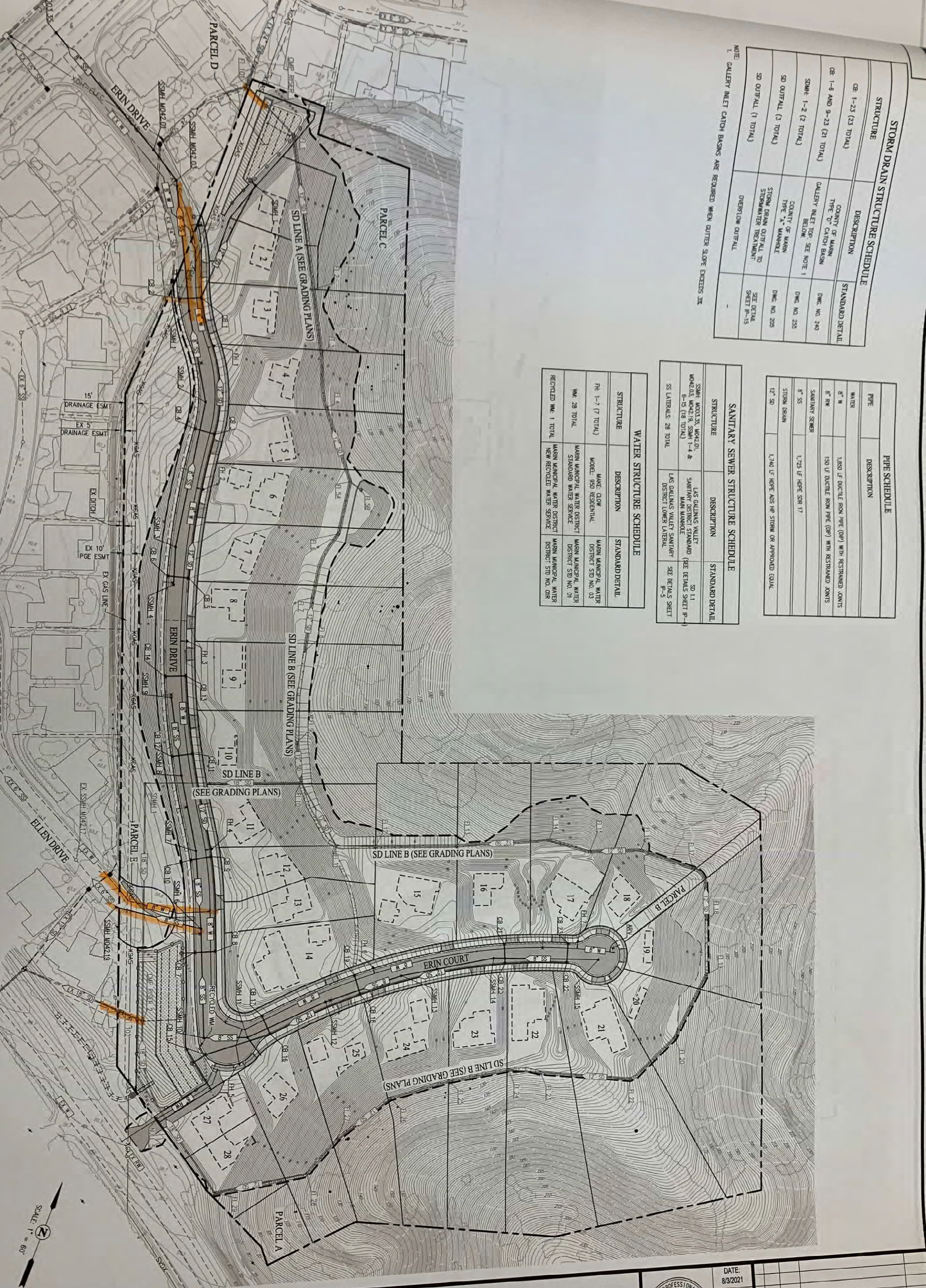
STORM DRAIN STRUCTURE SCHEDULE		
STRUCTURE	DESCRIPTION	STANDARD DETAIL
CB 1-23 (23 TOTAL)	COUNTY OF MARIN TYPE "D" CATCH BASIN	DMC NO. 240
CB 1-6 AND 9-23 (21 TOTAL)	GALLEY INLET TOP BELOW SEE NOTE 1	DMC NO. 255
SMH 1-2 (2 TOTAL)	COUNTY OF MARIN TYPE "A" MANHOLE	DMC NO. 205
SD OUTFALL (3 TOTAL)	STORM DRAIN OUTFALL TO STORMWATER TREATMENT	SEE DETAIL SHEET P-15
SD OUTFALL (1 TOTAL)	OVERFLOW OUTFALL	-

NOTE:
1. GALLEY INLET CATCH BASINS ARE REQUIRED WHEN GUTTER SLOPE EXCEEDS 3%.

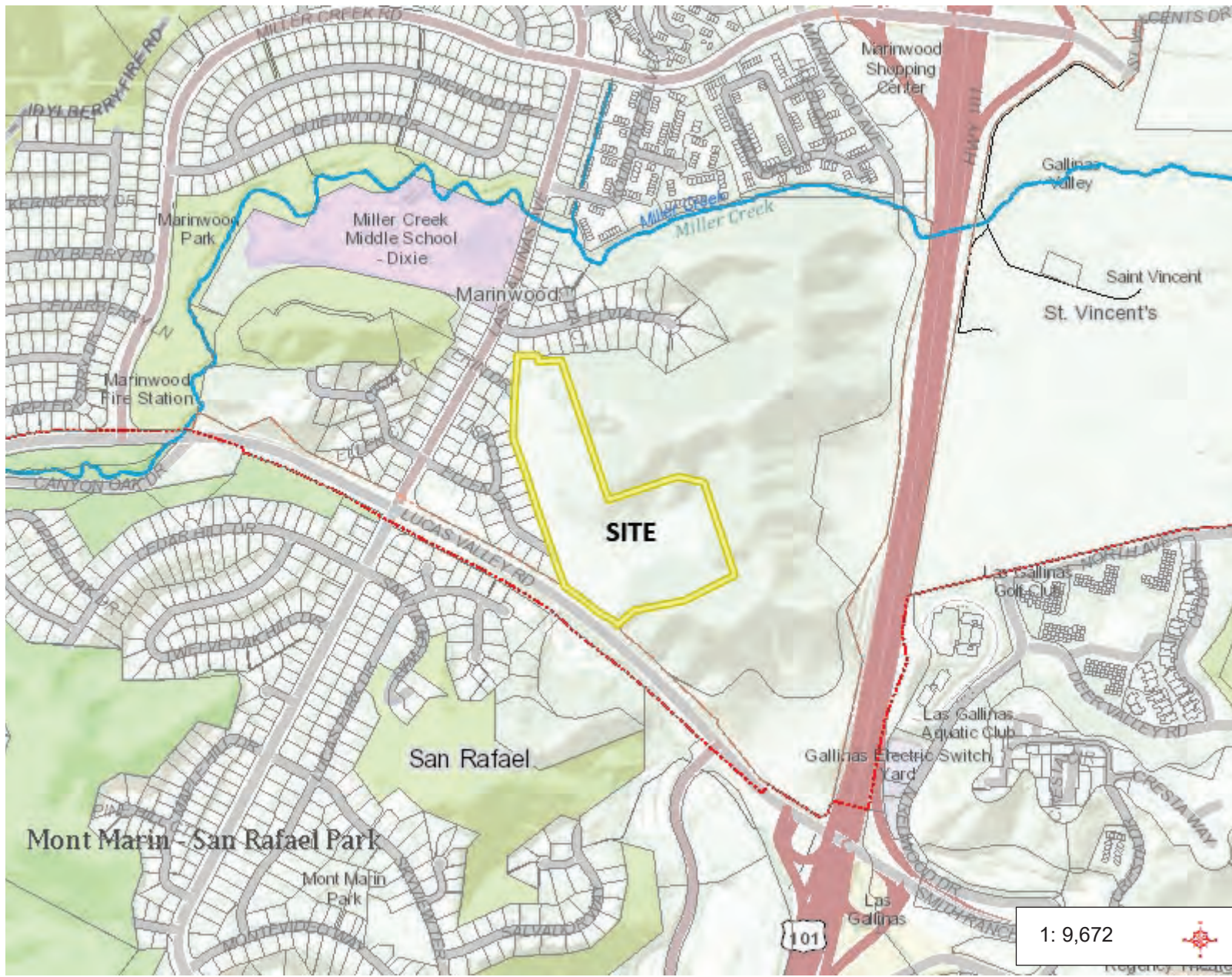
PIPE SCHEDULE	
PIPE	DESCRIPTION
WATER	1.850 LF DUCTILE IRON PIPE (DIP) WITH RESTRAINED JOINTS
8" RW	150 LF DUCTILE IRON PIPE (DIP) WITH RESTRAINED JOINTS
SANITARY SEWER	1.725 LF HOPE SDR 17
STORM DRAIN	1.740 LF HOPE ADS HP STORM OR APPROVED EQUAL
12" SD	

SANITARY SEWER STRUCTURE SCHEDULE		
STRUCTURE	DESCRIPTION	STANDARD DETAIL
SMH 1-4, 10, 13, 14, 20, 21, 22, 23, 24, 25, 26, 27, 28 (28 TOTAL)	LAS GALINAS VALLEY SANITARY DISTRICT STANDARD MAN MANHOLE	SD 11 SEE DETAILS SHEET P-4
SS LATERALS 28 TOTAL	LAS GALINAS VALLEY SANITARY DISTRICT LOWER LATERAL	SEE DETAILS SHEET P-5

WATER STRUCTURE SCHEDULE		
STRUCTURE	DESCRIPTION	STANDARD DETAIL
FR 1-7 (7 TOTAL)	MADE CLOW MODEL: 950 RESIDENTIAL	MARIN MUNICIPAL WATER DISTRICT STD NO. 03
WM 28 TOTAL	MARIN MUNICIPAL WATER SERVICE STANDARD WATER SERVICE	MARIN MUNICIPAL WATER DISTRICT STD NO. 01
RECYCLED WM 1 TOTAL	MARIN MUNICIPAL WATER SERVICE NEW RECYCLED WATER SERVICE	MARIN MUNICIPAL WATER DISTRICT STD NO. 01R



TALUS RESERVE IMPROVEMENT PLANS UTILITY MAP & SCHEDULE COUNTY OF MARIN	APN: 164-270-07 CALIFORNIA	 CIVIL ENGINEERS • SURVEYORS • PLANNERS	SAN RAMON (925) 866-0322 SACRAMENTO (916) 375-1877 www.caandg.com		DATE: 8/3/2021 DRAWN BY: DAJ PROJ. ENGR: DAJ PROJ. MGR: DAJ	REVISIONS NO. BY DATE
	SHEET NUMBER IP-6 OF 16					



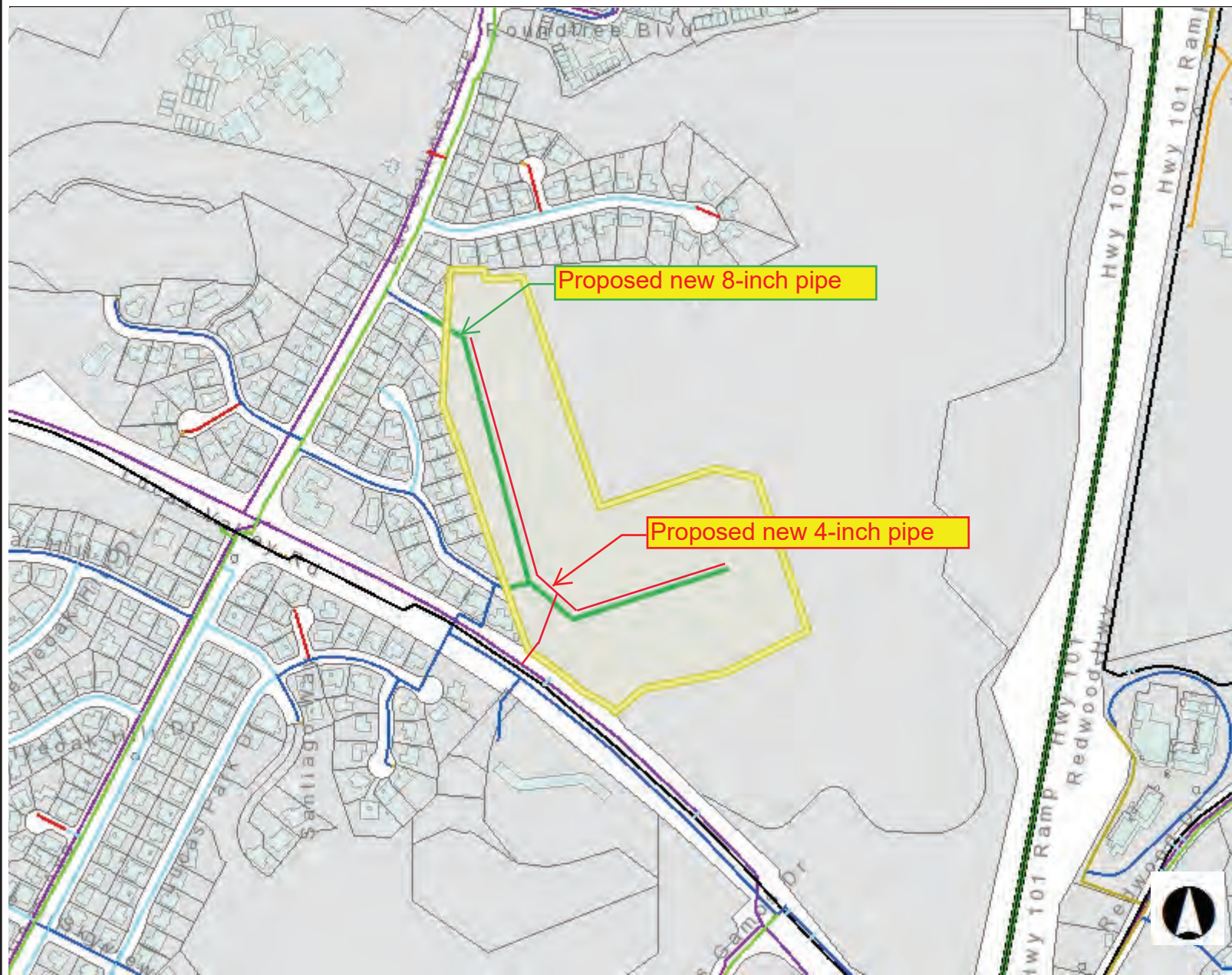
Legend

- Parcel Note
 - easement
 - centerline
- Parcel
 - Parcel
 - Condominium Common Area
 - Mobile Home Pad
- City
 - City
 - Community
- Marin County Legal Boundary
 - Marin County Legal Boundary
- Other Bay Area County
 - Other Bay Area County
- Stream - Perennial (NHD)
 - Stream - Perennial (NHD)























1: 9,672

1,611.9 0 805.97 1,611.9 Feet

Notes



Legend

-  Water Quality Test Stations
- Non-System Facilities**
-  <all other values>
-  Pump
-  Tank
-  Dam
-  Potable Pump Stations
- Potable Tanks**
-  Error/Null Values
-  Storage Tanks
-  Pressure Tanks
-  Potable Treatment Plants
- Potable Pipes**
-  Error/Null Values
-  0.50 - 3.00
-  4.00 - 5.00
-  6.00
-  8.00
-  10.00 - 12.00
-  14.00 - 20.00
-  21.00 - up
-  Potable Virtual Edge
-  Recycled Pump Stations
- Recycled Tanks**
-  Error/Null Values
-  Storage Tanks

Notes

977.0 0 488.51 977.0 Feet



MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN
MUNICIPAL WATER DISTRICT MAKING DETERMINATIONS WITH
RESPECT TO FEES CONTAINED IN PIPELINE EXTENSION AGREEMENT**

WHEREAS, APPLICANT has applied to the District for a Pipeline Extension Agreement to serve Erin Drive, San Rafael – Talus Reserve Assessor’s Parcel No. 164-270-07; and

WHEREAS, a study, entitled, "Erin Drive, San Rafael – Talus Reserve", was prepared by staff and dated August 3, 2021, has been conducted of the impacts of this development on the District's existing services and facilities in the San Rafael area along with an analysis of new, improved or expanded District facilities and improvements as required or appropriate to serve said development, and said study set forth the relationship between this development, those services or facilities, and the estimated cost of those improvements; and

WHEREAS, the Study finds as follows:

a. The purpose of the fees set forth in paragraph 5 of the proposed pipeline extension agreement for the Talus Reserve project between the District and Lucas Valley-Talus LLC (PEA) is to pay for all required water facilities directly related to providing service to Erin Drive, San Rafael – Talus Reserve and to reimburse the District for constructing, or provide funding to construct, the necessary water supply, treatment, transmission, and terminal storage facilities for subject project due to increased water supply and system capacity demands on the existing District facilities;

b. The fee specified in paragraph 5 of the PEA shall be used to finance the following facilities: 1,840’ of 8” pipe, 1,860’ of 4” pipe, 7-6” hydrants, 34-1” services and 28-5/8” services, payment for constructed water supply improvements at Soulajule, Kent and the Intertie; and a variety of major system improvements being constructed according to the project listing used in developing the connection fees;

c. It is appropriate and necessary for the properties to be served by the pipeline extension agreement to provide for the facilities and improvements listed in Paragraph a. above, which have not been constructed, or have been constructed, but to which new development has not contributed its fair share;

d. The facts and evidence presented establish that there is a reasonable relationship between the need for the described public facilities and the development which will be served pursuant to the PEA for which the corresponding fee is charged; and there is a reasonable relationship between the fees' use and the type of development for which the fee

is charged, as these reasonable relationships are in more detail described in the study referred to above;

e. The cost estimates set forth in the PEA are reasonable cost estimates for constructing these facilities, and the fees expected to be collected will not exceed the total of these costs.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Marin Municipal Water District has reviewed the Study and adopts all of the findings set forth above; and

BE IT FURTHER RESOLVED, that the fees to be collected pursuant to paragraph 5 of the PEA shall be used solely to pay for the described public facilities to be constructed by the District, for reimbursing the District for the development's fair share of those capital improvements already constructed by the District, or to reimburse other developers who have constructed public facilities described in the pipeline extension agreement where those facilities were beyond that needed to mitigate the impacts of the other developer's project or projects.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry L. Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

RESOLUTION OF THE BOARD OF DIRECTORS FINDING IMPENDING PERIL OF GRADUAL EARTH MOVEMENT AND DETERMINING AND UNDERTAKING APPROPRIATE ACTION TO HALT, STABILIZE, OR ABATE SUCH PERIL

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

1. The Board of Directors has examined the information contained in the agenda packet for this item, and based thereon finds, pursuant to Government Code Subsection 865 et.seq., that an impending peril of gradual earth movement exists on property in Marin County described as follows:

Assessor's Parcel No. **164-270-07**

2. The Board of Directors determines that the following remedial action by the District to halt, stabilize, or abate such impending peril is appropriate as a condition to the provisions of water service to said property and undertakes to see that such remedial action is carried out as a condition to provision of water service to said property:

Installation of welded steel pipe

PASSED AND ADOPTED on the 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry L. Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN MUNICIPAL WATER DISTRICT
CERTIFYING REVIEW OF THE AMENDED FINAL ENVIRONMENTAL IMPACT REPORT FOR THE
OAKVIEW MASTER PLAN, USE PERMIT, AND VESTING TENTATIVE MAP FOR THE TALUS
RESERVE – ERIN DRIVE EXTENSION AND APPROVING A PIPELINE EXTENSION AGREEMENT
WITH TALUS, LLC**

WHEREAS, the Marin Municipal Water District received an application for water service and fire protection for the Talus Reserve subdivision at the Erin Drive extension, located within the County of Marin, which would requires a pipeline extension and accompanying agreement (Pipeline Extension Agreement or PEA) between the District and Talus, LLC; and

WHEREAS, the County of Marin certified an amended Final Environmental Impact Report (Final EIR) for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve- Erin Drive Extension Project (Project) pursuant to the California Environmental Quality Act (CEQA) and approved the Project on January 11, 2005, as set forth in County Board of Supervisors Resolution No. 2005-05 and adopted a Mitigation Monitoring and Reporting Program (MMRP) for the project; and

WHEREAS, a Notice of Determination was filed for the Project on January 19, 2005, to February 18, 2005; and

WHEREAS, District staff and its environmental consultant have reviewed the Final EIR for the Project, as well as the MMRP adopted for the Project, and have prepared an analysis, which determined that the proposed pipeline extension and PEA are consistent with the Final EIR and if approved by the Board would not result in any environmental impacts that would not be mitigated to less than significant with the implementation of the MMRP and Project conditions.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Board, acting as a Responsible Agency as defined by the California Environmental Quality Act and Guidelines, hereby certifies its review of amended Final Environmental Impact Report (Final EIR) for the Oakview Master Plan, Use Permit, and Vesting Tentative Map for the Talus Reserve- Erin Drive Extension Project (Project) pursuant to the California Environmental Quality Act.
2. The Board finds that the Final EIR is adequate for its purposes related to consideration of the Pipeline Extension Agreement for the Talus reserve subdivision, which is a component of the Project.

3. The MMRP adopted for the Project and the conditions of approval assigned to the project by the County of Marin have no adverse impact on water service for the project as designed by District staff.

4. The Board finds, in its independent judgment that with the adopted Project conditions and the mitigation measures and set forth in the MMRP adopted by the County of Marin, any potential environmental impacts have been reduced to less than significant.

5. The Board hereby further approves the proposed Talus Pipeline Extension and a Pipeline Extension Agreement in substantially the form attached to the staff report for this item.

PASSED AND ADOPTED this 1st day of February, 2022, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Larry L. Russell
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary



Informational Item

TO: Board of Directors

FROM: Ben Horenstein, General Manager

DIVISION NAME: Office of the General Manager

ITEM: Further Discussion of Drought Restrictions

SUMMARY

At the January 4th Board meeting, staff presented a review of current drought restrictions in place that the Board adopted over the past year in response to the severe drought. Since the adoption of these drought-related restrictions, significant rainfall over the past three months has increased local reservoir storage from historically low levels in October 2021 to 117% of average as of January 25, 2022. Staff will provide the Board a presentation to further discuss approaches forward in light of the improved storage levels.

DISCUSSION

Since October 2021, the District has received substantial rainfall, increasing total reservoir storage to above average levels for this time of year. As of January 25, 2022, total reservoir storage was 76,229 acre-feet (AF) or 117% of average for this date, which warrants reconsideration of the drought requirements. Staff will provide the Board a review of drought-related water use restrictions and actions taken over the last year responding to historic drought conditions and recommendations moving forward.

Over the past year, the Board has taken a number of actions to respond to historic drought conditions impacting District operations. As the drought conditions continued in 2021 and the District's water supply decreased to historic low levels, the Board was able to act quickly to adopt a series of urgency ordinance pursuant to Water Code sections 350 et. Seq. and 71640 et. Seq. and under the declared water shortage emergency. A summary of adopted drought restrictions is provided below.

RESOLUTION NO. 8624 –VOLUNTARY CONSERVATION (ADOPTED FEBRUARY 16, 2021)

- Declared initial drought conditions
- Called for district customers to voluntarily reduce their water usage & participate in the district's conservation programs

RESOLUTION NO. 8630—DECLARED WATER SHORTAGE EMERGENCY AND IMPLEMENTING MANDATORY CONSERVATION MEASURES (ADOPTED APRIL 20, 2021)

- Declared a drought emergency due to projected reservoir levels to be below 30,000 AF as of December 1, 2021

ORDINANCE NO. 449 – MANDATORY WATER CONSERVATION MEASURES (ADOPTED APRIL 20, 2021)

Comprehensive list of mandatory water conservation measures, water waste prohibitions and water use restrictions as well as an enforcement program, to address the current drought and water supply shortage¹:

- Prohibited Nonessential Uses:
 - Washing of sidewalks, walkways, driveways, parking lots, and all other hard surfaced areas by direct hosing
 - Customer leaks
 - Decorative water fountains or pools
 - Irrigation overspray or runoff
 - Excess water runoff flowing onto public right-of-way
 - Garden hose without a shut-off nozzle
 - Landscape irrigation between 9:00 AM and 7:00 PM
 - Application of potable water for irrigation during and within 48 hours after rainfall
 - Irrigation of public street medians
 - Powerwashing of buildings and homes
 - Washing of vehicles, except at commercial carwash facilities
 - Use of private fire lines for any purpose other than fire suppression and necessary testing
 - Golf course irrigation, with potable or raw water of any areas, beyond the greens and tee areas
 - Dust control, compaction, sewer flushing, street cleaning, or any other use which can be met with disinfected tertiary recycled water
- Non-recirculating systems for conveyer carwashes and single pass cooling systems are prohibited for new connections
- Reverse osmosis water purifying systems must be installed with an automatic shutoff unit

ORDINANCE NO. 450 – IRRIGATION LIMITED TO 2 DAYS PER WEEK (ADOPTED MAY 4, 2021)

- Limit overhead sprinkler irrigation systems to two days per week
- Limit drip irrigation to three days per week
- Spot-watering by hand is exempt from any specific day limitations
- Recreational pool and spa covers are required when not in use

¹ Many of these requirements are part of the District's existing water conservation measures and will remain in place even after emergency drought response requirements are rolled back.

ORDINANCE NO. 452 – IRRIGATION LIMITED TO 1 ASSIGNED DAY PER WEEK (ADOPTED JULY 6, 2021)

- Limit overhead sprinkler irrigation systems to one day per week as designated by the District.
- Limit drip irrigation to two days per week;
- Spot-watering by hand is exempt from any specific day limitations.
- Continue to discourage new plantings by customers.

ORDINANCE NO. 453 – POTABLE WATER LANDSCAPE INSTALLATION RESTRICTIONS FOR NEW WATER SERVICE CONNECTIONS (ADOPTED JULY 20, 2021)

- The use of potable water for the installation of any new landscaping is prohibited for all new water service connections until after the termination of the current Water Shortage Emergency
- New water service connection defined as new, additional, expanded or increased-in-size potable water service connections, meters, and service lines approved as of July 21, 2021
- During the Water Shortage Emergency, applications for new water service connections will be approved only if the Applicant acknowledges in writing that either:
 - The proposed project does not include any new landscaping that will be irrigated using potable water, or
 - No new landscaping that will be irrigated with potable water will be installed in connection with the proposed project until after the termination of the Water Shortage Emergency
- Landscaping shall include fountains and ponds.

ORDINANCE NO. 455 – PROHIBIT IRRIGATION DURING WINTER MONTHS & RE-FILLING POOLS (ADOPTED OCTOBER 19, 2021)

- Prohibit overhead sprinkler and drip irrigation December 1st – May 31st
- Limit overhead sprinkler irrigation system to one day per week as designated by the District and drip irrigation to two days per week from June 1st – November 30th
- Spot-watering by hand is exempt from any specific day limitations
- Continue to discourage new plantings by customers
- Prohibit re-filling/filling completely drained pools

Looking forward there are options for repealing the enacted drought restrictions. The Board could remove the adopted prohibitions individually, one at a time, or rescind emergency declaration and repeal the drought restrictions all at once. Upon repeal of the drought water restrictions the following non-essential uses would continue to be prohibited:

- Washing of sidewalks, walkways, driveways, parking lots, and all other hard surfaced areas by direct hosing
- Customer leaks
- Non recirculating decorative water fountains or pools
- Irrigation overspray or runoff
- Excess water runoff flowing onto public right-of-way

- Garden hose without a shut-off nozzle
- Landscape irrigation between 9:00 AM and 7:00 PM
- Application of potable water for irrigation during and within 48 hours after rainfall
- Irrigation of turf in public street medians
- Non-recirculating systems for conveyer carwashes and single pass cooling systems are prohibited for new connections
- Reverse osmosis water purifying systems must be installed with an automatic shutoff unit

FISCAL IMPACT

None

ATTACHMENT(S)

None



Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary

THROUGH: Ben Horenstein, General Manager

DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule and Agenda Items

SUMMARY

Review of the upcoming Board of Directors and Committee meetings

DISCUSSION

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

Internal Meetings

- Tuesday, February 8, 2022
Water Resiliency Committee/Board of Directors (Water Resiliency) Meeting
6 p.m.
- Tuesday, February 15, 2022
Board of Directors and Financing Authority Meetings
7:00 p.m.
- Wednesday, February 16, 2022
Communications & Water Efficiency Committee/Board of Directors (Communications & Water Efficiency) Meeting
9:30 a.m.

External Meetings

- Friday, February 4, 2022
North Bay Watershed Association (NBWA) Board Meeting
9:30 a.m.

- Monday, February 7, 2022
Sonoma Water Agency Commission Meeting
9:00 a.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None