

A G E N D A

**SAN RAFAEL SANITATION DISTRICT
BOARD OF DIRECTORS
FRIDAY – FEBRUARY 24, 2017 - 9:00 A.M.
SAN RAFAEL CITY HALL
1400 FIFTH AVENUE – CDD LARGE CONFERENCE ROOM – 3RD FL.
SAN RAFAEL, CALIFORNIA 94901**

Members of the public may speak on Agenda items.

1. OPEN PERIOD

Opportunity for the public to address the Board on items not on the agenda.
(Presentations are generally limited to 2 minutes.)

2. MINUTES OF THE MEETING

Request approval as submitted – December 9, 2016.

3. PAYMENTS

Request approval as submitted.

4. OLD BUSINESS

None scheduled.

5. NEW BUSINESS

- a. Accept conditional approval by Marin LAFCO for annexation of 355 Margarita Drive (APN 16-011-19) and 347 Margarita Drive (16-011-18) to the San Rafael Sanitation District.
- b. Consider appointment of an Alternate Commissioner to serve on the CMSA Board of Commissioners.
- c. Discussion on consideration of updating the CMSA Joint Exercise of Powers Agreement.
- d. Consider changing current Board meeting schedule.

6. INFORMATIONAL ITEMS

7. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS

8. ADJOURNMENT

The next scheduled meeting is March 24, 2017.

SAN RAFAEL SANITATION DISTRICT
Minutes of the Meeting
December 9, 2016

Special Meeting

City of San Rafael
Conference Room 201
1400 Fifth Avenue
San Rafael, CA 94901

The meeting was called to order at 9:34 A.M. by Chairman Phillips.

Attendance Board: Gary O. Phillips, Chairman
Maribeth Bushey, Secretary/Director
Katie Rice, Director

Attendance Staff: Doris Toy, District Manager/District Engineer
Karen Chew, Senior Civil Engineer
Cynthia Hernandez, District Secretary

Attendance Others: Jack F. Govi, Assistant County Counsel

- 1. **OPEN PERIOD** - No persons were present to address the Board.
- 2. **MINUTES OF OCTOBER 13, 2016**

MOTION by Director Bushey, seconded by Chairman Phillips, to approve the minutes of the October 13, 2016, meeting as presented.

AYES: Director Bushey, Chairman Phillips

NOES: None

ABSTAIN: Director Rice

Motion Carried

3. PAYMENTS

MOTION by Director Bushey, seconded by Director Rice, to approve the payments for October 2016 in the amount of \$2,328,035.32 and November 2016 in the amount of \$777,235.27 for maintenance and operation of the District and for capital improvements.

AYES: Director Bushey, Director Rice, Chairman Phillips

NOES: None

ABSENT: None

Motion Carried

4. CLOSED SESSION

- a. Conference with Legal Counsel
California Government Code Section 54956.9(d)(2)
Number of Potential Cases: One (1)**

**Closed Session – Opened at 9:35 A.M.
Closed Session – Ended at 9:55 A.M.**

Chairman Phillips reported that there was no reportable action.

5. OLD BUSINESS

None.

6. NEW BUSINESS

- a. Discussion and update on sewer billing review, analysis, and automation performed by California CAD Solutions, Inc.**

District Manager Toy requested that this item be tabled.

- b. Adopt resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Nute Engineering for additional design and construction related services for the Glenwood Pump Station Improvement Project for an additional amount of \$38,910.75.**

District Manager Toy reported that during the course of construction, some unexpected issues had come up, and the District had requested Nute Engineering to assist with the following: 1) provide the design for the odor control chemical tank, since the chemical contractor had informed the District that they would no longer provide this service as they had done in the past; 2) assist with miscellaneous pump station site issues, such as the relocation of the antenna and light pole, sound reduction for the temporary bypass pumping system, and outreach to the adjacent neighbors; and 3) investigate the recent discovery of construction damage to one of the existing sewer pipes within the pump station property. In addition, Nute's electrical engineering consultant had the following additional out-of-scope work: additional electrical, control, and instrumentation issues; factory test visits to Tesco controls regarding the motor control center panel; and project commissioning field visits. Manager Toy reported that the original Agreement with Nute Engineering for design and construction related services was for \$242,518, but the out-of-scope work had caused the contract amount to be exceeded. She also reported that Nute had requested the District to increase its contract amount by \$38,910.75 in order to cover the out-of-scope work, which would be funded under the Pump Station and Force Main Capital Improvements Program from the FY 2016-17 Budget. She then recommended

that the Board adopt the resolution authorizing her to sign an Amendment to Agreement with Nute Engineering for additional design and construction related services for the Glenwood Pump Station Improvement Project.

MOTION by Director Bushey, seconded Director Rice, to adopt the resolution authorizing the District Manager/District Engineer to sign an Amendment to Agreement with Nute Engineering for additional design and construction related services for the Glenwood Pump Station Improvement Project for an additional amount of \$38,910.75.

AYES: Director Bushey, Director Rice, Chairman Phillips

NOES: None

ABSENT: None

Motion Carried

7. INFORMATIONAL ITEMS.

None.

8. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS.

None.

9. ADJOURNMENT

There being no further business to come before the Board, the meeting of December 9, 2016, was adjourned at 9:58 A.M. The January meeting was later tentatively scheduled for January 12th and then January 27th, but both meeting dates were cancelled. The next regularly scheduled meeting of the San Rafael Sanitation District is Friday, February 24, 2017, at 9:00 A.M. at San Rafael City Hall.

Respectfully submitted,

Maribeth Bushey, Recording Secretary

ATTEST THIS 24th DAY OF FEBRUARY 2017

Katie Rice, Acting Chairman

**SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
December 1, 2016 - December 31, 2016**

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/09/16	200	2021	Uniforms	\$ 135.41
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/16/16	200	2021	Uniforms	\$ 138.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/23/16	200	2021	Uniforms	\$ 142.27
AT&T *4667	Telephone Service - pump station dialers to CMSA from 10/20/16-11/19/16	100	2534	Telephone service	\$ 240.39
AT&T MOBILE	Telephone Service - cell phones service from 10/04/16-11/03/16	100	2534	Telephone service	\$ 616.96
BRANDON TIRE	Parts and Repairs - new tires for vactor truck - vehicle #8192	200	2083	Parts and repairs vehicles	\$ 795.43
CAL ASSOC. OF SANITATION AGENCIES	Memberships - CASA dues for 2017	100	2131	Memberships and subscriptions	\$ 8,570.00
CAL-STEAM CO INC	Pump Stations - ARV parts	200	2359	Maint- pump sta's & force mains	\$ 431.36
CAL-STEAM CO INC	Pump Stations - force main parts for ARV bracing	200	2359	Maint- pump sta's & force mains	\$ 42.01
COUNTY OF MARIN - Public Works Dept	Pump Stations - Riviera hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations -San Pedro hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 290.00
COUNTY OF MARIN - Public Works Dept	Pump Stations West Railroad hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - Bret Harte hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 290.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - Cayes hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - North Francisco hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - Simms Street PS hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 290.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - Loch Lomond hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 347.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - Glenwood hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 347.00
CWEA-TCP	Traning and Education - CWEA membership renewal, Wes Andrew Stichter	200	2388	Training and education	\$ 83.00
DURACABLE MANUFACTURING	Collection System - Small machine parts	200	2360	O&M - collection systems	\$ 129.08
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - chemicals for pump stations 10/27/16	200	2106	Odor control chemicals	\$ 8,353.72
FASTENAL	Safety - sweatbands	200	2365	Safety equipment and supplies	\$ 22.16
GENE FORD COMPANY, INC.	Pump Stations - ARV Parts	200	2359	Maint- pump sta's & force mains	\$ 847.75
GRAINGER	Pump Stations - light bulbs	200	2359	Maint- pump sta's & force mains	\$ 24.15
JMB CONSTRUCTION, INC.	Glenwood - improvement project, Progress Payment #13	300	4146	Glenwood Pump Station (10Yr)	\$ 43,121.31
JW MOBILE	Vehicles - hydraulic hose and part for pump truck vehicle #8149	200	2083	Parts and repairs vehicles	\$ 107.07
MAHER ACCOUNTANCY	Accounting Services - November	100	2717	Accounting services	\$ 3,600.00
McMASTER-CARR	Pump Stations - Bolts for vise on pump truck #8149	200	2359	Maint- pump sta's & force mains	\$ 15.12
MILLER PACIFIC ENGINEERING GROUP	Sun Valley - geotechnical services from 10/17/16-11/20/16	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 6,250.50
NUTE ENGINEERING	Pipe bursting - damage repair services from 10/01/16-10/31/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 126.25
NUTE ENGINEERING	Sun Valley - Rehabilitation Phase II from 10/01/16-10/31/16	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 14,518.60
NUTE ENGINEERING	Lincoln Ave - Sewer improvement project from 10/01/16-10/31/16	300	4319	Lincoln, Prospect/Paloma (80)	\$ 4,237.50
NUTE ENGINEERING	San Pedro - Pump station services from 10/01/16-10/31/16	300	4130	Pt. San Pedro Road btwn EmbSea	\$ 12,001.25
NUTE ENGINEERING	Pipe bursting - services from 10/01/16-10/31/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 4,004.00
PARK ENGINEERING, INC	Sun Valley - inspection services for various September 2016 SRSD projects	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 17,835.17
PARK ENGINEERING, INC	Sun Valley - inspection services for various October 2016 SRSD projects	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 19,287.56
PG&E a/c 2480926202-5	Power - service for pump stations 9/09/16-11/08/16	200	2535	Electric utility costs	\$ 26,604.87
ROTO-ROOTER SEWER SERVICE	Standby - work at 97 Prospect Dr.	200	2363	Standby services	\$ 1,660.00
ROTO-ROOTER SEWER SERVICE	Standby - work at 344 Prospect Dr.	200	2363	Standby services	\$ 460.00
ROTO-ROOTER SEWER SERVICE	Standby - work at 30 Harcourt St.	200	2363	Standby services	\$ 7,470.00
ROY'S SEWER SERVICE INC	Glenwood Pump Station - CCTV 12-inch sewer main and locate laterals on Surwood Circle	300	4146	Glenwood Pump Station (10Yr)	\$ 1,200.00
TIFCO INDUSTRIES	Pump Stations - drill bits for pump station force main work	200	2359	Maint- pump sta's & force mains	\$ 243.81
UNITED TEXTILE	Pump Stations - rags	200	2359	Maint- pump sta's & force mains	\$ 152.99
VAVRINEK, TRINE, DAY & CO	Consulting Services - October auditing services for FY 15-16	100	2325	Consulting services	\$ 4,900.00
VERIZON WIRELESS	Telephone Service - wireless service for laptops 10/21/16-11/20/16	100	2534	Telephone service	\$ 266.31
W. R. FORDE ASSOCIATES	Pipe Bursting - Pothole as directed	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 7,938.93
WECO INDUSTRIES LLC	Vehicle Repairs - power rodder repair vehicle # 8194	200	2083	Parts and repairs vehicles	\$ 2,107.66
Total					\$ 201,632.89

3.

**SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
January 1, 2017 - January 31, 2017**

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ALL STAR GLASS	Vehicles - windshield repair on Vector Truck #8192	200	2083	Parts and repairs vehicles	\$ 79.00
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/30/16	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/21/16	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/07/16	200	2021	Uniforms	\$ 138.41
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/14/16	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 12/28/2016	200	2021	Uniforms	\$ 135.30
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 1/4/2017	200	2021	Uniforms	\$ 135.41
AT&T *4667	Telephone Service - pump station dialers to CMSA from 11/20/16-12/19/16	100	2534	Telephone service	\$ 239.37
AT&T MOBILE	Telephone Service - cell phones service from 11/04/16-12/03/16	100	2534	Telephone service	\$ 620.04
CALIFORNIA CAD SOLUTIONS INC	Facility Mapping - Forcemain Segmentation Project	300	4151	Force Main Condition Assessment	\$ 8,850.00
CALIFORNIA CAD SOLUTIONS INC	Consulting Services - sewer billing review, analysis and automation	100	2325	Consulting services	\$ 19,500.00
CALIFORNIA SANITATION RISK MGMT ATH	General Insurance - property insurance renewal for 12/31/16-12/31/17	100	1310	Prepaid expenses	\$ 109,684.92
CENTRAL MARIN SANITATION AGENCY	Semi-annual Debt Service Payment for FY 2016-17	400	4113	Sewage treatment - debt service	\$ 407,510.13
CENTRAL MARIN SANITATION AGENCY	FY 17 Third Quarter Service Charges for FY 2016-17. January 1 to March 31, 2017.	400	4112	Sewage treatment	\$ 1,114,742.49
CITY OF SAN RAFAEL	Vehicle - repair unit 8191	200	2083	Parts and repairs vehicles	\$ 32.50
CITY OF SAN RAFAEL	Vehicle - repair unit 8154	200	2083	Parts and repairs vehicles	\$ 32.50
CITY OF SAN RAFAEL	Vehicle - repair unit 8203	200	2083	Parts and repairs vehicles	\$ 76.53
CITY OF SAN RAFAEL	Vehicle - repair unit 8154	200	2083	Parts and repairs vehicles	\$ 180.39
CITY OF SAN RAFAEL	Extension of storm drain pipe and install headwall at Anderson Dr. & Simms St.	200	2359	Maint- pump sta's & force mains	\$ 20,227.62
COUNTY OF MARIN	Director's Fees - Katie Rice board meeting on 12/09/16	100	2282	Director's fees	\$ 100.00
COUNTY OF MARIN - Public Works Dept	Pump Stations - Peacock hazardous material permit	200	2359	Maint- pump sta's & force mains	\$ 290.00
CRATUS INC.	Pump Stations - San Pedro Pump Station Manifold Repair	200	2359	Maint- pump sta's & force mains	\$ 9,414.80
CRATUS INC.	Pipe Bursting - 2016/2017 Pipe Bursting Rehabilitation Project, progress payment #1	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 369,759.19
DC ELECTRIC GROUP, INC.	Lincoln - PG&E Conduit Repair	300	4319	Lincoln, Prospect/Paloma (80)	\$ 1,638.54
HERNANDEZ, CYNTHIA	Office Supplies - petty cash reimbursement - wall calendar	100	2133	Office & shop supplies	\$ 19.37
JMB CONSTRUCTION, INC.	Glenwood - improvement project, Progress Payment #14	300	4146	Glenwood Pump Station (10Yr)	\$ 41,725.11
MAHER ACCOUNTANCY	Accounting Services - December	100	2717	Accounting services	\$ 3,600.00
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey, board meeting on 12/09/16	100	2282	Director's fees	\$ 100.00
MARIN COUNTY TAX COLLECTOR	County Counsel - 1st Qtr July/Aug/Sept FY 2016/17	100	2713	Legal services	\$ 1,332.50
MARIN MUNICIPAL WATER DIS	Water - Catalina Blvd. from 10/13/16-12/12/16	200	2536	Water utility costs	\$ 78.75
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Blvd. from 10/14/16-12/13/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water - Pt. San Pedro Rd. from 10/14/16-12/13/16	200	2536	Water utility costs	\$ 53.45
MARIN MUNICIPAL WATER DIS	Water - Andersen Dr. from 10/11/16-12/08/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water - Castro Ave. from 10/13/16-12/12/16	200	2536	Water utility costs	\$ 367.55
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Dr. from 10/11/16-12/08/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water - Woodland Ave. from 10/11/16-12/08/16	200	2536	Water utility costs	\$ 46.45
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 10/14/16-12/13/16	200	2536	Water utility costs	\$ 204.65
MARIN MUNICIPAL WATER DIS	Water - E Francisco Blvd. from 10/13/16-12/12/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water - Montecito Rd. from 10/14/16-12/13/16	200	2536	Water utility costs	\$ 57.25
MARIN MUNICIPAL WATER DIS	Water - Simms St. from 10/11/16-12/08/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water - Peacock Dr. from 10/15/16-12/14/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water- Riviera Dr. Lt28 SWR PMP from 10/15/16-12/14/16	200	2536	Water utility costs	\$ 42.65
MARIN MUNICIPAL WATER DIS	Water- N San Pedro Dr. from 10/15/16-12/14/16	200	2536	Water utility costs	\$ 50.25
MARIN MUNICIPAL WATER DIS	Water- 44 Lagoon Rd. from 10/15/16-12/14/16	200	2536	Water utility costs	\$ 42.65
MILLER PACIFIC ENGINEERING GROUP	Pipe Bursting - geotechnical services from 11/07/16-12/11/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 4,863.40
NUTE ENGINEERING	Lincoln - sewer improvement services from 11/01/16-11/30/16	300	4319	Lincoln, Prospect/Paloma (80)	\$ 4,072.25
NUTE ENGINEERING	Sun Valley -rehabilitation phase two services from 11/01/16-11/30/16	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 13,326.50
NUTE ENGINEERING	San Pedro - services from 11/01/16-11/30/16	300	4130	Pt. San Pedro Road btwn EmbSea	\$ 22,375.80
NUTE ENGINEERING	Pipe Bursting - 2016 pipebursting services from 11/01/16-11/30/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 6,885.35

SAN RAFAEL SANITATION DISTRICT
PAYMENT SUMMARY
 January 1, 2017 - January 31, 2017


Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
NUTE ENGINEERING	Pipe Bursting - PG&E damage repair services from 11/01/16-11/30/16	300	4328	Pipe Bursting Sewer Rehab 2016	\$ 277.75
PARK ENGINEERING, INC	Sun Valley - inspection services for November 2016	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 20,391.36
PARK ENGINEERING, INC	Sun Valley - inspection services for December 2016	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 13,710.44
PG&E a/c 2480926202-5	Power - service for pump stations 11/08/16-12/08/16	200	2535	Electric utility costs	\$ 13,515.44
PHILLIPS, GARY	Director's Fees - Gary O. Phillips, board meeting on 12/09/16	100	2282	Director's fees	\$ 100.00
RANGER PIPELINES, INC	Sun Valley - sewer replacement project, Phase 2 - Progress Payment #3	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 329,911.49
RANGER PIPELINES, INC	Sun Valley - sewer replacement project, Phase 2 - Progress Payment #4	300	4324	Sun Valley-Cal, Solano, Alpine,	\$ 272,734.31
SEQUOIA SAFETY SUPPLY COM	Safety - gloves	200	2365	Safety equipment and supplies	\$ 144.25
SHAMROCK	Collection System - crushed rock for back fill of sewer repair at 21 Twin Oaks Avenue	200	2360	O&M - collection systems	\$ 19.62
STAPLES INC	Office supplies-various supplies	100	2133	Office & shop supplies	\$ 364.23
STATE WATER RESOURCES CONTROL BOARD	Memberships - SWRCB annual permit fee from 7/01/16-6/30/17	100	2131	Memberships and subscriptions	\$ 2,088.00
TELSTAR INSTRUMENTS INC	Pump Stations - service for surge protection device at Loch Lomond	200	2359	Maint- pump sta's & force mains	\$ 711.00
TELSTAR INSTRUMENTS INC	Pump Stations - installation of surge protector at Loch Lomond	200	2359	Maint- pump sta's & force mains	\$ 735.00
TIFCO INDUSTRIES	Pump Stations - Ty-Rap	200	2359	Maint- pump sta's & force mains	\$ 83.81
US BANK CORPORATE PAYMENT	Collection System - handwipes	200	2360	O&M - collection systems	\$ 6.53
US BANK CORPORATE PAYMENT	Shop Supplies - pager holster	100	2133	Office & shop supplies	\$ 21.28
US BANK CORPORATE PAYMENT	Pump Stations - exterior lights for North Francisco	200	2359	Maint- pump sta's & force mains	\$ 133.36
US BANK CORPORATE PAYMENT	Collection System - map gas for torches	200	2360	O&M - collection systems	\$ 43.66
US BANK CORPORATE PAYMENT	Safety Equipment - shipping fee to return safety video to CSRMA	200	2365	Safety equipment and supplies	\$ 9.08
US BANK CORPORATE PAYMENT	Water - for vactor truck	200	2536	Water utility costs	\$ 717.80
US BANK CORPORATE PAYMENT	Pump stations - vise parts	200	2359	Maint- pump sta's & force mains	\$ 197.80
US BANK CORPORATE PAYMENT	Pump stations - welding tips	200	2359	Maint- pump sta's & force mains	\$ 4.59
US BANK CORPORATE PAYMENT	Pump stations - anodes	200	2359	Maint- pump sta's & force mains	\$ 96.31
VERIZON WIRELESS	Telephone Service - wireless service for laptops 11/21/16-12/20/16	100	2534	Telephone service	\$ 248.80
WATER COMPONENTS & BLDG SUPPLY	Collection System - mortar for sewer repair at 21 Twin Oaks Avenue	200	2360	O&M - collection systems	\$ 40.03
WATER COMPONENTS & BLDG SUPPLY	Collection System - pipe and couplings for sewer repair at 21 Twin Oaks Avenue	200	2360	O&M - collection systems	\$ 190.55
WATER COMPONENTS & BLDG SUPPLY	Pump Station - Pipe	200	2359	Maint- pump sta's & force mains	\$ 97.74
WATER COMPONENTS & BLDG SUPPLY	Collection System - couplings for sewer repair at 21 Pepper Way	200	2360	O&M - collection systems	\$ 175.39
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - Check Valve with Ext. Arm and Spring Kit.	200	2359	Maint- pump sta's & force mains	\$ 707.94
WATER COMPONENTS & BLDG SUPPLY	Collection System - USA Marking Flags	200	2360	O&M - collection systems	\$ 20.65
WORKSMART AUTOMATION, INC	Glenwood Pump Station - programming services for November 2016	300	4146	Glenwood Pump Station (10Yr)	\$ 2,265.00
Total					\$ 2,823,056.08

5.a.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.a.

DATE: February 24, 2017

TO: Board of Directors, San Rafael Sanitation District

FROM: Doris Toy, District Manager/District Engineer 

SUBJECT: **Accept Conditional Approval by Marin LAFCO for Annexation of 355 Margarita Drive (APN 16-011-19) and 347 Margarita Drive (APN 16-011-18) to the San Rafael Sanitation District**

RECOMMENDATION:

Staff recommends that the Board of Directors of the San Rafael Sanitation District accept conditional approval by Marin LAFCO for the annexation of 355 Margarita Drive (APN 16-011-19) and 347 Margarita Drive (APN 16-011-18) to the San Rafael Sanitation District.

BACKGROUND:

Mt. Tam Property Capital Investments, owner of 355 Margarita Drive, and John Porzio, owner of 347 Margarita Drive, applied to the Marin Local Agency Formation Commission (LAFCO) for annexation of the above properties in order to connect to the District's sanitary sewer system. On February 9, 2017, Marin LAFCO approved their requests with conditions.

The nearest sewer main that both properties would connect to is located within an easement adjacent to 355 Margarita Drive. It was installed in 2004 with the intent that these two properties would connect in the future. Therefore, the District's sewer system has adequate capacity to accept the wastewater from these properties.

In order for 347 Margarita Drive to connect into the sewer main, a sewer easement on 355 Margarita Drive will need to be established and is currently in process.

ANALYSIS:

Both properties are currently on septic tanks, and this annexation would allow the owners to abandon the tanks and connect to the District's sanitary sewer system. The District is currently reviewing 355 Margarita Drive's design of the sanitary sewer lateral that will connect to the District's sewer mainline. ILS Associates is the engineering consulting firm that is currently designing both sewer laterals and is the same firm that designed the connecting sewer main.

FISCAL IMPACT:

The District will have two additional residential connections.

ACTION REQUIRED:

Staff recommends that the Board of Directors of the San Rafael Sanitation District accept Marin LAFCO's conditional approval for the annexation of 355 Margarita Drive (APN 16-011-19) and 347 Margarita Drive (APN 16-011-18) to the San Rafael Sanitation District.

Attachment: Marin LAFCO letter dated February 13, 2017



Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

February 13, 2017

Delivered by Electronic Mail:

Mt. Tam Property Capital Investments
Matthew Thomas, Partner
636 College Avenue
Kentfield, California 94904
matt@bradleyrealestate.com

**SUBJECT: Notice of Conditional Approval (LAFCO File No. 1333):
Annexation of Affected Territory to San Rafael Sanitation District**

Mr. Thomas:

This letter provides formal notice the Marin Local Agency Formation Commission (LAFCO) met on February 9, 2017 and approved your request to annex all of 355 Margarita Drive (016-011-19) to the San Rafael Sanitation District. Marin LAFCO additionally modified the proposal to include the annexation of 347 Margarita Drive (016-011-18) with the written consent of the landowner, John Porzio.

Annexation approval as modified by Marin LAFCO is subject to the successful completion of all the terms outlined below and memorialized in Resolution No. 16-14 (attached).

- 1) Completion of the 30-day reconsideration period provided under Government Code Section 56895.
- 2) An indemnification agreement submitted to the Commission signed by the applicant in a form approved by Commission Counsel (attached).
- 3) Submittal to Marin LAFCO of a map and geographic description of the affected territory as designated by the Commission conforming to the requirements of the State Board of Equalization as determined by the County Surveyor's Office.
- 4) Submittal to Marin LAFCO of a notarized agreement between the applicant and the Commission through its Executive Officer in which the applicant consents to the annexation of the affected territory to the City of San Rafael if and when an application is initiated. The agreement shall run with the affected territory and in a form provided by Commission Counsel (attached).
- 5) Submittal to Marin LAFCO of the following payments:

Administrative Office

Keene Simonds, Executive Officer
1401 Los Gatos Drive, Suite 220
San Rafael, California 94903
T: 416-448-6377 E: staff@marinlafco.org
www.marinlafco.org

Damon Connolly, Regular
County of Marin

Dennis J. Rodoni, Regular
County of Marin

Judy Arnold, Alternate
County of Marin

Carla Condon, Vice Chair
Town of Corte Madera

Sashi McEntee, Regular
City of Mill Valley

Matthew Brown, Alternate
City of San Anselmo

Jack Baker, Regular
North Marin Water District

Craig K. Murray, Regular
Las Gallinas Valley Sanitary

Lew Klous, Alternate
Almonte Sanitary District

Jeffrey Blanchfield, Chair
Public Member

Chris Burdick, Alternate
Public Member

- A check made payable to the County of Marin – Clerk Recorder in the amount of \$50.00. Please submit this fee immediately given the corresponding need to comply with the designated filing periods established under the California Environmental Quality Act or CEQA.
 - A check made payable to the County of Marin – Environmental Health Services in the amount of \$231.00.
 - A check made payable to the County of Marin – Community Development Department in the amount of \$75.00.
 - A check made payable to the State Board of Equalization in the amount of \$350.00.
- 6) Written confirmation to Marin LAFCO from the County of Marin Environmental Health Services the landowners have filed completed permit applications to abandon the private septic systems comprising the affected territory.

Should you have any questions please contact me directly by telephone at (415) 448-5877 or by e-mail at ksimonds@marinlafco.org.

Sincerely,



Keene Simonds
Executive Officer

cc:

John Prozio, Landowner at 347 Margarita Drive
Doris Toy, General Manager, San Rafael Sanitation
Paul Jensen, Community Development Director, City of San Rafael
Armando Alegria, Environmental Health Services, County of Marin

Attachments:

1. Marin LAFCO Resolution No. 16-14
2. Indemnification Agreement (to be signed only by Mt. Tam Capital)
3. Consent Agreements to Future Annexation to City of San Rafael
 - a) Mt. Tam Capital at 355 Margarita Drive
 - b) John Porzio at 347 Margarita Drive

Attachment One

MARIN LOCAL AGENCY FORMATION COMMISSION

RESOLUTION NO. 16-14

**MAKING DETERMINATIONS AND APPROVING AN ANNEXATION TO
THE SAN RAFAEL SANITATION DISTRICT**

“Margarita Drive No. 1 Change of Organization – San Rafael Sanitation District”
(LAFCO File No. 1333)

WHEREAS, Mt. Tam Property Capital Investments, LLC has filed an application with the Marin Local Agency Formation Commission, hereinafter referred to as “Commission,” pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, the proposal seeks approval to annex approximately 0.92 acres of unincorporated land to the San Rafael Sanitation District; and

WHEREAS, the affected territory includes one legal parcel located at 355 Margarita Drive and identified by the County of Marin Assessor’s Office as 016-011-19;

WHEREAS, the Commission’s Executive Officer has reviewed the proposal and prepared a report with recommendations; and

WHEREAS, the Executive Officer’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission heard and fully considered all the evidence presented at a public meeting held on February 9, 2017;

WHEREAS, the Commission considered all the factors required by law under Government Code Section 56668 and adopted local policies and procedures.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE, AND ORDER as follows:

1. The Commission’s determinations on the proposal incorporate the information and analysis provided in the Executive Officer’s written report presented on February 9, 2017.
2. The Commission serves as lead agency under the California Environmental Quality Act (CEQA) for the proposal given its primary role in authorizing the underlying project: annexation of the affected territory to the San Rafael Sanitation District for purposes of establishing public sewer service. The Commission independently determines the referenced action is a “project” under CEQA, but finds it qualifies for an exemption under Public Resources Code Section 15319. Specifically, the annexation can be accommodated through existing public facilities and infrastructure and the affected territory is already developed at its highest density allowance under the County of Marin.

3. The proposal to annex the affected territory to the San Rafael Sanitation District is APPROVED WITH AMENDMENT as follows.
 - a) The affected territory is expanded to also include all of 347 Margarita Drive and as identified by the County of Marin Assessor's Office as 016-011-18. The subject landowner – John F. Porzio – has provided his written consent therein.
4. Approval to annex the affected territory to the San Rafael Sanitation District is CONDITIONED on the following terms being satisfied within one calendar year – or February 9, 2018 – unless a prior written request for a time extension is received and approved by the Commission.
 - a) Completion of the 30-day reconsideration period provided under Government Code Section 56895.
 - b) An indemnification agreement submitted to the Commission signed by the applicant in a form approved by Commission Counsel.
 - c) Submittal to the Commission of a map and geographic description of the affected territory as designated by the Commission conforming to the requirements of the State Board of Equalization as determined by the County Surveyor's Office.
 - d) Submittal to the Commission of a notarized agreement between the applicant and the Commission through its Executive Officer in which the landowners of the affected territory consent to the annexation of the affected territory to the City of San Rafael if and when an application is initiated. The agreement shall run with the affected territory and in a form provided by Commission Counsel.
 - e) Submittal to the Commission of the following payments:
 - A check made payable to the County of Marin – Clerk Recorder in the amount of \$50.00.
 - A check made payable to the County of Marin – Environmental Health Services in the amount of \$231.00.
 - A check made payable to the County of Marin – Community Development Department in the amount of \$75.00.
 - A check made payable to the State Board of Equalization in the amount of \$350.00.
 - f) Written confirmation from the County of Marin Environmental Health Services the landowners of the affected territory have filed completed permit applications to abandon the private septic systems on the affected territory.
 - g) Submittal of a notarized easement agreement recorded between the landowners within the affected territory at 355 and 347 Margarita Drive in which the former allows the latter access to connect to the public sewer main.

5. The proposal is assigned the following distinctive short-term designation:
"Margarita Drive No. 1 Change of Organization – San Rafael Sanitation District"
6. The affected territory as designated by the Commission is shown in Exhibit "A" and further shown in the geographic description shown in Exhibit "B".

(Placeholder)
7. The affected territory as designated by the Commission is uninhabited as defined in Government Code Section 56046.
8. The Commission waives conducting authority proceedings under Government Code Section 56663.
9. The San Rafael Sanitation District utilizes the regular assessment roll of the County of Marin.
10. Upon effective date of the proposal, the affected territory as designated by the Commission will be subject to all previously authorized charges, fees, assessments, and taxes that were lawfully enacted by the San Rafael Sanitation District. It will also be subject to all of the rates, rules, regulations, and ordinances of the San Rafael Sanitation District.
11. The effective date shall be the date of recordation of the Certificate of Completion.

PASSED AND ADOPTED by the Marin Local Agency Formation Commission on February 9, 2017 by the following vote:

AYES: BAKER, MCENTEE, BLANCHFIELD, BROWN and MURRAY

NOES: ARNOLD and CONNOLLY

ABSTAIN:

ABSENT:

ATTEST:



Keene Simonds
Executive Officer

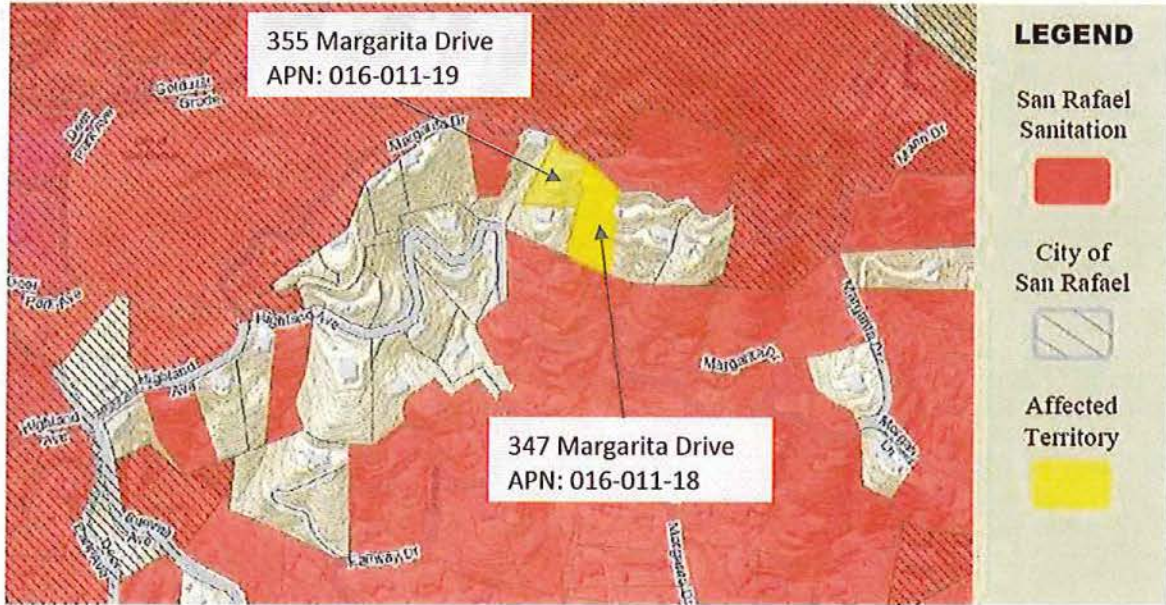
APPROVED:



Jeffrey Blanchfield
Chair

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EXHIBIT A
AFFECTED TERRITORY
(PLACEHOLDER)



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Attachment Two

MARIN LOCAL AGENCY FORMATION COMMISSION

Indemnification Agreement

**- Margarita Drive No. 1 Change of Organization -
Annexation of 355 and 347 Margarita Drive to the San Rafael Sanitation District**

LAFCO File No. 1333

Should the Marin Local Agency Formation Commission (“Marin LAFCO”) be named as a party in any litigation (including a “validation” action under California Civil Code of Procedure 860 et seq.) or administrative proceeding in connection with the referenced action conditionally approved on February 9, 2017, the real party of interest – applicant Mt. Tam Property Capital Investments – agrees to indemnify, hold harmless, and promptly reimburse Marin LAFCO for:

1. Any damages, penalties, fines or other costs imposed upon or incurred by Marin LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this application or adoption of the environmental document which accompanies it. Marin LAFCO’s Executive Officer may require a deposit of funds to cover estimated expenses of the litigation. Applicants agree Marin LAFCO shall have the right to appoint its own counsel to defend it and conduct its own defense in the manner it deems in its best interest, and that such actions shall not relieve or limit applicants’ interest or obligation to indemnify and reimburse defense cost; and
2. All reasonable expenses and attorney’s fees in connection with the defense of Marin LAFCO.

This indemnification obligation shall include, but is not limited to, expert witness fees or attorney fees that may be asserted by any person or entity, including the applicant, arising out of, or in connection with, the approval of this application. This indemnification is intended to be as broad as permitted by law.

The applicant may be required by Marin LAFCO to execute an additional indemnity agreement as a condition of approval for this referenced action. Such an agreement in no way limits the effect of obligations provided under this legal indemnity.

Hereby attest with signature,

Mt. Tam Property Capital Investments
Matthew Thomas, Partner
636 College Avenue
Kentfield, California 94904

Date

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Attachment Three | A



Please Return After Recording:
Marin County
Local Agency Formation Commission
1401 Los Gatos Drive, Suite 220
San Rafael, California 94903
www.marinlafco.org / 415-448-5877

Fee Exemption / Government Code 6103

ANNEXATION CONSENT AGREEMENT AND COVENANT

Assessor Parcel Number: 016-011-19
Situs Address: 355 Margarita Drive
Landowner: Mt. Tam Property Capital Investments

WHEREAS, this Annexation Consent Agreement and Covenant (“Agreement”) is executed by the Marin Local Agency Formation Commission (“LAFCO”) and the above named owner (hereinafter “Owner”) of certain property located in the County of Marin, State of California;

WHEREAS, the Owner executing this Agreement holds title in certain property located at 355 Margarita Drive (hereinafter “the Property”) located in the County of Marin, State of California, and within the sphere of influence of the City of San Rafael (hereinafter “City”). The legal description for the Property is attached as Exhibit A;

WHEREAS, LAFCO has conditionally approved the annexation of the Property to the San Rafael Sanitation District on February 9, 2017 and byway of Resolution No. 16-14 to include – and among other items – consent to future annexation to the City when/if it is separately proposed;

WHEREAS, LAFCO’s approval condition for the referenced reorganization involving the Property is consistent with LAFCO’s Dual Annexation Policy, which is premised on directing urban supporting services towards cities; and

WHEREAS, this Agreement is for the benefit of the public and the lands in Marin County as part of LAFCO’s overall plan for orderly development within the City sphere.

NOW, THEREFORE, in consideration of LAFCO approving the referenced annexation of the Property to the San Rafael Sanitation District, Owner agrees with LAFCO, on behalf of Owner’s own self and on behalf of all persons or legal entities hereafter succeeding to Owner’s interest in and to the Property and any part thereof, follows:

1. **Consent/Petition to Future Annexation or Reorganization.** Owner hereby irrevocably consent to and petitions for the future annexation of the Property to the City and agrees to cooperate in such annexation upon the request of LAFCO and/or the City, including the payment of applicable processing fees for the annexation of the Property under the adopted schedule of fees as they are at the time an action is proposed. If the annexation proceeding includes other changes of agency jurisdictional boundaries in addition to the annexation, such as a detachment from a county service area or special district, Owner also consents/petitions to such other changes of agency jurisdictional boundaries. Similarly the Owner agrees not to challenge or otherwise hinder the annexation/reorganization, directly or indirectly, in any

other manner. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments and fees that the City imposes upon property within the City

2. Binding on Successors in Interest. This consent shall be a covenant running with the Property and binding on Owner's successors in interest to the Property.
3. Tenants to be Bound. Owner and LAFCO also agree that any lease, rental agreement, or other agreement now or hereafter executed by Owner, or by any person succeeding to Owner's interest in the fee title to the Property or any part thereof, which grants to a natural person or persons the right to possess and occupy the Property or any part thereof as a personal residence shall contain the following covenant:

"This agreement and the right of lessee or tenant to possess and occupy the property leased or rented pursuant to this agreement shall be subject to the provisions of the Annexation Agreement which was executed and recorded against such property at the time of and as a condition of the property's annexation to the San Rafael Sanitation. That agreement contains a complete and irrevocable consent to annexation of the property leased or rented pursuant to this agreement to the City of San Rafael and is binding on all persons possessing and occupying such property."

The Annexation Agreement referred to in the above paragraph is this Agreement.

4. Consequences of Breach. Owner and LAFCO agree that in the event that Owner and/or any other person or legal entity hereafter succeeding to Owner's interest in and to the Property or any part thereof seek to protest annexation of the Property or any part thereof to City contrary to and in breach of the provisions of this Agreement, LAFCO shall be entitled to take the following actions:
 - a. LAFCO shall treat this consent as the binding decision and action of the Owner for all purposes under the Cortese Knox Hertzberg Act (Government Codes Sections 56000 *et seq.*) and any objection or protest shall be null and void and may be disregarded by LAFCO in determining objections and/or the value of all protests to such annexation.
 - b. In addition to the above, if deemed necessary, LAFCO and/or the City may legally enforce this Agreement against Owner or a successor and assign in the state courts of Marin County.
5. Termination Upon Annexation. This Agreement shall automatically terminate as to the Property or any part thereof at such time as the Property or such part thereof is annexed to the incorporated territory of the City. After annexation of the Property to the incorporated territory of the City, Owner may file a "notice of satisfaction" with the Marin County Recorder's Office, which shall serve to remove this covenant from title.
6. Construction of Terms; Severability. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby in the event of such invalidity or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.
7. Covenants Run With the Land. This Agreement shall be recorded against the Property, shall run with the Property and each part thereof until terminated in the manner provided for herein, and is intended by the parties to be and shall be binding on all persons or legal entities succeeding to Owner's interest in and to the Property and any part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Date: _____, _____

OWNER(S)*

The undersigned hereby certify to be the owner(s) of real property included within the boundary of the real property described in the aforementioned Agreement, the only person(s) whose consent is necessary to pass title to said real property, and to have consented to the annexation of the Property to the City.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

MARIN LAFCO

Signature:

Printed Name: Keene Simonds

Title: Executive Officer

Date:

ATTACH APPROPRIATE NOTARIES FOR ALL SIGNATURES

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**EXHIBIT A:
Legal Description of Property**

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Attachment Three | B



Please Return After Recording:
Marin County
Local Agency Formation Commission
1401 Los Gatos Drive, Suite 220
San Rafael, California 94903
www.marinlafco.org / 415-448-5877

Fee Exemption / Government Code 6103

ANNEXATION CONSENT AGREEMENT AND COVENANT

Assessor Parcel Number: 016-011-18
Situs Address: 347 Margarita Drive
Landowner: John Porzio

WHEREAS, this Annexation Consent Agreement and Covenant (“Agreement”) is executed by the Marin Local Agency Formation Commission (“LAFCO”) and the above named owner (hereinafter “Owner”) of certain property located in the County of Marin, State of California;

WHEREAS, the Owner executing this Agreement holds title in certain property located at 355 Margarita Drive (hereinafter “the Property”) located in the County of Marin, State of California, and within the sphere of influence of the City of San Rafael (hereinafter “City”). The legal description for the Property is attached as Exhibit A;

WHEREAS, LAFCO has conditionally approved the annexation of the Property to the San Rafael Sanitation District on February 9, 2017 and byway of Resolution No. 16-14 to include – and among other items – consent to future annexation to the City when/if it is separately proposed;

WHEREAS, LAFCO’s approval condition for the referenced reorganization involving the Property is consistent with LAFCO’s Dual Annexation Policy, which is premised on directing urban supporting services towards cities; and

WHEREAS, this Agreement is for the benefit of the public and the lands in Marin County as part of LAFCO’s overall plan for orderly development within the City sphere.

NOW, THEREFORE, in consideration of LAFCO approving the referenced annexation of the Property to the San Rafael Sanitation District, Owner agrees with LAFCO, on behalf of Owner’s own self and on behalf of all persons or legal entities hereafter succeeding to Owner’s interest in and to the Property and any part thereof, follows:

1. Consent/Petition to Future Annexation or Reorganization. Owner hereby irrevocably consent to and petitions for the future annexation of the Property to the City and agrees to cooperate in such annexation upon the request of LAFCO and/or the City, including the payment of applicable processing fees for the annexation of the Property under the adopted schedule of fees as they are at the time an action is proposed. If the annexation proceeding includes other changes of agency jurisdictional boundaries in addition to the annexation, such as a detachment from a county service area or special district, Owner also consents/petitions to such other changes of agency jurisdictional boundaries. Similarly the Owner agrees not to challenge or otherwise hinder the annexation/reorganization, directly or indirectly, in any

other manner. Owner understands and agrees that this consent/petition to annexation includes all obligations attendant upon annexation, including all taxes, assessments and fees that the City imposes upon property within the City

2. Binding on Successors in Interest. This consent shall be a covenant running with the Property and binding on Owner's successors in interest to the Property.
3. Tenants to be Bound. Owner and LAFCO also agree that any lease, rental agreement, or other agreement now or hereafter executed by Owner, or by any person succeeding to Owner's interest in the fee title to the Property or any part thereof, which grants to a natural person or persons the right to possess and occupy the Property or any part thereof as a personal residence shall contain the following covenant:

"This agreement and the right of lessee or tenant to possess and occupy the property leased or rented pursuant to this agreement shall be subject to the provisions of the Annexation Agreement which was executed and recorded against such property at the time of and as a condition of the property's annexation to the San Rafael Sanitation. That agreement contains a complete and irrevocable consent to annexation of the property leased or rented pursuant to this agreement to the City of San Rafael and is binding on all persons possessing and occupying such property."

The Annexation Agreement referred to in the above paragraph is this Agreement.

4. Consequences of Breach. Owner and LAFCO agree that in the event that Owner and/or any other person or legal entity hereafter succeeding to Owner's interest in and to the Property or any part thereof seek to protest annexation of the Property or any part thereof to City contrary to and in breach of the provisions of this Agreement, LAFCO shall be entitled to take the following actions:
 - a. LAFCO shall treat this consent as the binding decision and action of the Owner for all purposes under the Cortese Knox Hertzberg Act (Government Codes Sections 56000 *et seq.*) and any objection or protest shall be null and void and may be disregarded by LAFCO in determining objections and/or the value of all protests to such annexation.
 - b. In addition to the above, if deemed necessary, LAFCO and/or the City may legally enforce this Agreement against Owner or a successor and assign in the state courts of Marin County.
5. Termination Upon Annexation. This Agreement shall automatically terminate as to the Property or any part thereof at such time as the Property or such part thereof is annexed to the incorporated territory of the City. After annexation of the Property to the incorporated territory of the City, Owner may file a "notice of satisfaction" with the Marin County Recorder's Office, which shall serve to remove this covenant from title.
6. Construction of Terms; Severability. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby in the event of such invalidity or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.
7. Covenants Run With the Land. This Agreement shall be recorded against the Property, shall run with the Property and each part thereof until terminated in the manner provided for herein, and is intended by the parties to be and shall be binding on all persons or legal entities succeeding to Owner's interest in and to the Property and any part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

Date: _____, _____

OWNER(S)*

The undersigned hereby certify to be the owner(s) of real property included within the boundary of the real property described in the aforementioned Agreement, the only person(s) whose consent is necessary to pass title to said real property, and to have consented to the annexation of the Property to the City.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

MARIN LAFCO

Signature:

Printed Name: Keene Simonds

Title: Executive Officer

Date:

ATTACH APPROPRIATE NOTARIES FOR ALL SIGNATURES

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EXHIBIT A:
Legal Description of Property

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.b.

DATE: February 24, 2017
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer 
SUBJECT: **Consider Appointment of an Alternate Commissioner to Serve on the CMSA Board of Commissioners**

SUMMARY:

At the present, Director Maribeth Bushey and former SRSD Chairman Albert Boro are Commissioners on the CMSA Board, and Chairman Gary Phillips and City Councilmember Kate Colin are the Alternate Commissioners representing the San Rafael Sanitation District. Unfortunately, Mr. Boro has not been able to attend the CMSA Board of Commissioners meetings for several months due to personal issues, and Chairman Phillips has other commitments. Therefore, the District will need to appoint a new Alternate Commissioner.

According to the CMSA Joint Exercise of Powers Agreement, each Commissioner may be an elected official of the City of San Rafael or of the San Rafael Sanitation District; or a resident of the District.

Dean DiGiovanni, who is a resident of the District and a retired engineer from the East Bay Municipal Utility District, is interested in serving on the CMSA Board of Commissioners as a representative of the San Rafael Sanitation District. Mr. DiGiovanni's letter of interest is attached. He has met Chairman Phillips, Director Bushey, District Manager Doris Toy, and CMSA General Manager Jason Dow.

OPTIONS:

1. Ask Director Katie Rice if she is interested in serving on the CMSA Board of Commissioners.
2. Ask the San Rafael City Council to appoint a Councilmember to serve on the CMSA Board.
3. Appoint Dean DiGiovanni to serve on the CMSA Board.
4. Appoint Dean DiGiovanni to serve on the CMSA Board temporarily while the District goes through an advertising/selection process.

ACTION REQUIRED:

Staff requests that the Board select one of the options above or recommend other options and provide staff with direction if required.

Attachments: Dean DiGiovanni letter dated February 19, 2017
Gary Phillips email dated February 19, 2017

February 19, 2017

San Rafael Sanitation District
Attention: Doris Toy, District Manager
111 Morpew St.
San Rafael, CA 94901

Dear Mrs. Toy:

Please allow this letter to provide a statement of my desire and background to serve as a board member for the Central Marin Sanitation Agency (CMSA) representing the San Rafael Sanitation District (SRSD).

I have lived in San Rafael for 32 years and have been an active volunteer in the community working on various non-profit school, sports league, and social service boards. I am a solid believer in public service and giving back to the community we live in. My 31-year career in civil engineering at the East Bay Municipal Utility District allowed me to design and construct water, wastewater and administrative facilities and has provided me with a solid background in public agency work that will greatly benefit both SRSD and CMSA.

I look forward to this representative role and assisting the City of San Rafael, SRSD and CMSA in fulfilling their missions.

Sincerely,

A handwritten signature in blue ink that reads "Dean DiGiovanni". The signature is written in a cursive style with a large initial "D".

Dean DiGiovanni, P.E.

Cindy Hernandez

From: Gary Phillips
Sent: Sunday, February 19, 2017 6:21 PM
To: Dean DiGiovanni imap
Cc: Doris Toy; Maribeth Bushey; Katie Rice; Al Boro; Jason Dow
Subject: Re: Introducing Dean DiGiovanni

Hi Dean:

It was a pleasure to meet and talk with you about the alternate position on the CMSA board representing the San Rafael Sanitary District. Particularly for Maribeth and Katie who will be making the appointment later this week, please consider this note as my full endorsement of you for this position. I am certain both Al and Jason will be appreciative of your willingness to participate on the board when called upon by Al to stand in for him.

Please feel free to call me at any time if you any questions. Thanks again.

Gary O. Phillips
Mayor - City of San Rafael
1400 5th Street
San Rafael, California. 94901
415-485-3074 (office)
415-812-4802 (cell)

On Feb 19, 2017, at 6:00 PM, Dean DiGiovanni imap <deandigi@comcast.net> wrote:

Hi Doris. Hope you're staying dry and having a great 3-day weekend. It was a pleasure meeting with you on Friday and discussing your organization, the neighborhood and the City. Please find attached a letter of interest and background for the CMSA Board appointment. Please advise if there is anything else that you need. Thanks for your help and I look forward to working with you.

Dean

5.c.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.c.

DATE: February 24, 2017
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer *DT*
SUBJECT: **Discussion on Consideration of Updating the CMSA Joint Exercise of Powers Agreement**

SUMMARY:

The CMSA Joint Exercise of Powers Agreement became effective in October 1979 and addressed the implementation of a new regional wastewater treatment agency, the funding and construction of the facilities (which was completed in 1985), and the operation, management, and governance of the agency. This Agreement has been amended six times over the past 37 years. Five of those amendments were made prior to 1990, and the last amendment was made in 2006 in regard to the CMSA revenue bonds. In addition, there are two Memorandums of Understanding that were executed in 2013 and 2016, which clarify each JPA agency’s ownership, operational, and maintenance responsibilities for the wastewater collection system assets that are listed in the Agreement’s exhibits.

In early 2015, the JPA Managers began discussions regarding a review of and proposed revisions to the Agreement that would reflect the current and future delivery of wastewater services in Central Marin. This collaborative work has been taking place at the monthly JPA Managers’ meetings; and at the December 2016 meeting, the Managers completed their review and agreed that the CMSA Board should review their comments and provide direction in regard to the Board’s interest in initiating a discussion between the JPA agencies regarding a potential revision to the Agreement.

The following is a highlighted summary of suggested updates from the JPA Managers’ review by sections of the Agreement.

Recitals: All of the “whereas” statements explain the history of and the need to form CMSA. Consider preparing new “whereas” statements to describe activities since the JPA was executed and the current and future state of wastewater services.

Section 1, Definition of Terms: This needs to be updated, and some of it needs to be deleted.

Section 3, Purpose: Revise to define the current purpose of CMSA operations and delivered services, such as treating wastewater and biosolids, producing renewable power, recycling water, recovering resources, etc.

Section 4, Term and Effect: The current term of the JPA is through January 1, 2036. This date can be kept the same or adjusted. References to pre-JPA wastewater service agreements between agencies should be removed.

Section 5, Powers: Remove section pertaining to receiving grants and the authority of the CMSA Treasurer to sign checks, as it conflicts with Board policy and staff separation of duties. Verify that all Clean Water Act and Sanitary District references are accurate and applicable. Document current CMSA renewable resource use practices and activities.

Section 7, Commission Membership and Officers: References to contract authorization and use of funds need to align with Board adopted Financial Policies or should be removed.

Section 8, Commission Voting: For the Board to approve or pass any measure, the JPA requires four affirmative votes regardless of how many commissioners are at the meeting. Consider allowing the Commission to approve business with the majority of the meeting attendees.

Section 14, Operating Fund: Change the responsibility of determining how dwelling units are calculated from CMSA to the JPA agencies.

Section 15, Construction and Land Acquisition Fund: This section established how design and construction costs for CMSA were allocated amongst the member agencies. Delete entire section, as it is no longer applicable.

Section 16, Ownership of Property: There are many revisions to this section, most of which pertain to clarifying that CMSA owns the land and facilities located on specific parcel numbers. This section has been interpreted differently in the past by different stakeholders.

Section 17, Functional Responsibilities: Requirement that each JPA agency will control hydrogen sulfide generation in their respective collection system to one part per million has been removed, and each agency grants CMSA access to its odor control facilities that are located at specific pump stations has been added.

Section 18, Indemnification: CSRMA recommends that this section also include minimum liability insurance requirements and limits for CMSA and the JPA agencies.

Section 21, Settlement of Disputes: The only dispute resolution method in the JPA is binding arbitration. Consider including additional resolution methods that provide progressive sequence of activities to address disputes.

Section 22, Withdrawal or Dissolution: This section should be revised, given that CMSA has the only wastewater treatment facility in Central Marin that can effectively serve the JPA members and San Quentin. The distribution of assets and liabilities provisions need to be clarified and the distribution methodology explained in detail.

Section 26, Personnel: Nearly all of the provisions and requirements in this section are addressed in the CMSA Board adopted Personnel Policies and Procedures Manual. A revised section should define the Board and General Manager's personnel responsibilities and reference the Personnel Manual.

Exhibit A: Shows the estimated Central Marin Wastewater Grant Program costs and how each facility's local share costs are allocated to each JPA member agency and San Quentin. If the JPA is revised, this section should be removed or included in an appendix for historical reference.

Exhibit B: Replace this Exhibit with the above referenced Memorandums of Understanding, and update the figures of the service area.

ACTION REQUIRED:

At the January CMSA Board meeting, the CMSA Board agreed that this Agreement is outdated and should be amended. The CMSA Board requests that each JPA member agency discuss the following at each of their respective agency's Board meetings within the next couple of months:

1. Confirm that the JPA needs to be revised to reflect current CMSA business and JPA relationships;
2. Discuss the process to review and revise the JPA;
3. Consider assigning a Board representative to a multi-Board working committee;
4. Have an initial discussion on the following sections: Powers (Section 5), Dispute Resolution (Section 21), and Withdrawal/Dissolution (Section 22).

Staff requests that the SRSD Board discuss the above issues, which will be reported back to the CMSA Board, and provide direction to staff if required.

Attachments: CMSA Amended Joint Exercise of Powers Agreement with JPA Managers' comments and revisions

CENTRAL MARIN SANITATION AGENCY

AMENDED JOINT EXERCISE OF POWERS AGREEMENT
(with JPA Manager comments and revisions)

January 12, 2016

This Agreement, dated ~~October 15, 1979~~, is by and between SANITARY DISTRICT NO. 1 of MARIN COUNTY, SAN RAFAEL SANITATION DISTRICT, SANITARY DISTRICT NO. 2 of MARIN COUNTY, and the CITY OF LARKSPUR.

RECITALS

(move all these Whereas statements to an exhibit since they are dated) Suggestion - add new Whereas statements to reflect JPA execution date and amendment dates, CMSA's operations since 1985, JPA members operate and maintain collection systems, and JPA revising/amendment process, state of the industry and its trends, and the JPA agencies aligned with them, etc.

~~WHEREAS, the wastewater treatment facilities of agencies discharging sewage wastes into the San Pablo/San Francisco Bays are in need of substantial modification and improvement requiring an expenditure of public funds; and~~

~~WHEREAS, an extensive study has been made of the Central Marin area sewage treatment needs; said study has recommended the construction of a new regional plant at the site known as CM-5; and~~

~~WHEREAS, the signators to this Agreement are the public agencies having the responsibility for sewage treatment in the Central Marin area; and~~

~~WHEREAS, each of the parties hereto has power to acquire, construct and operate sewage collection, interceptor and outfall lines and plants and facilities for the treatment and disposal of sewage, and the agencies propose by this Agreement to exercise said power jointly for the purpose of providing for the more efficient treatment and disposal of the sewage produced in each agency, all to the economic and financial advantage of each agency and otherwise for the benefit of each agency and each of the agencies is willing to plan with the other agencies for future sewage treatment and disposal facilities which will protect all of the agencies; and~~

~~WHEREAS, the Agency is to be formed for the purpose of planning, administering, and coordinating sewage treatment and disposal services throughout the Agency area; and~~

~~WHEREAS, SANITARY DISTRICT NO. 1 of MARIN COUNTY by Resolution No. 676 of the SANITARY~~

~~DISTRICT NO. 1 governing board has voluntarily joined the Agency; and
WHEREAS, SAN RAFAEL SANITATION DISTRICT by Resolution No. 487 of the SAN RAFAEL
SANITATION DISTRICT governing board has voluntarily joined the Agency; and~~

~~WHEREAS, SANITARY DISTRICT NO. 2 of MARIN COUNTY by Resolution No. 6-79 of the
SANITARY DISTRICT NO. 2 governing board has voluntarily joined the Agency; and~~

~~WHEREAS, CITY OF LARKSPUR by Resolution No. 57/79 of the CITY OF LARKSPUR governing
board has voluntarily joined the Agency; and~~

~~WHEREAS, SANITARY DISTRICT NO. 1 of MARIN COUNTY, SAN RAFAEL SANITATION DISTRICT,
SANITARY DISTRICT NO. 2 of MARIN COUNTY and CITY OF LARKSPUR own and operate certain
sewerage works, part of which may be used in an integrated system works throughout the
Agency; and~~

~~WHEREAS, the Agency will be responsible for compliance with established standards of the
State and/or Federal government for wastewater discharge requirements; and~~

~~WHEREAS, the discharge of this responsibility requires the centralization of authority to fix
standards and to plan, administer and coordinate operation of an integrated sewerage system,
either directly or through contractual relationships with other government entities; and~~

~~WHEREAS, it is in the interest of the Members to enter into this Agreement relating to the
construction, ownership, maintenance and operation of sewerage facilities and other matters
relating thereto;~~

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Definition of Terms

Wherever the following terms are used in this Agreement they shall have the following meaning unless otherwise specifically indicated by the context in which they appear:

1. "ACT" means the provisions of Chapter 5 of Division 7 of Title 1 of the Government Code (commencing with Section 6500) pertaining to joint powers agreements.
2. "AGENCY" means the Central Marin Sanitation Agency.
3. "DISTRICT NO. 1" means SANITARY DISTRICT NO. 1 of MARIN COUNTY, a municipal or public corporation, a party to this Agreement.
4. "SAN RAFAEL" means SAN RAFAEL SANITATION DISTRICT, a municipal or public corporation, a party to this Agreement.

5. "DISTRICT NO. 2" means SANITARY DISTRICT NO. 2 of MARIN COUNTY, a municipal or public corporation, a party to this Agreement.
6. "LARKSPUR" means CITY OF LARKSPUR, a municipal or public corporation, a party to this Agreement.
7. ~~"CM-5" means ALTERNATIVE CM-5 for CENTRAL MARIN SANITATION AGENCIES as described in the EASTERN MARIN/SOUTHERN SONOMA WASTEWATER FACILITIES PLAN ADDENDUM, July 1979.~~
8. ~~"STEP 2" means, as described in Federal and State guidelines, the design phase of the regional facilities.~~
9. ~~"STEP 3" means, as described in Federal and State guidelines, the construction phase of the regional facilities.~~
10. "COMMISSION" means the governing board of Central Marin Sanitation Agency.
11. "JOINT FACILITIES" means those sewerage wastewater facilities used or capable of being used by two or more Members. (consider deleting this term, as MoUs define asset responsibilities)
12. "LAW" means the Joint Exercise of Powers Law, Section 6500 et seq. of the Government Code of the State of California.
13. "MEMBER" means any party to this Agreement.
14. "OPERATION AND MAINTENANCE" means the regular performance of work required to assure continuous functioning of the sewerage wastewater system and corrective measures taken to repair facilities to keep them in operating condition.
15. "ORDER" means the duly adopted Resolutions and Orders (we don't issue orders) of the Agency.
16. "REGIONAL CHARGE" means a charge by the Agency to the Members based on sewage wastewater flow and strength. The revenue from such charges to be used by the Agency to pay for the cost associated with the wastewater treatment and disposal ~~of~~ sewageservices, including but not limited to acquisition of facilities, construction expenses, and operational, and administrative costs.
17. "SEWER SERVICE CHARGE" means a charge to a property owner or occupant of

designated premises for the use of the sanitary ~~sewerage~~sewer system.

18. "CONNECTION CHARGE" means a one-time charge to a property owner for connection to the sanitary sewer~~age~~ system for the first time or for construction of additional improvements which will add to the quantity or strength of ~~sewage-wastewater~~ flow.
19. "DWELLING UNIT" means one unit as measured or estimated by the amount of ~~sewage wastewater~~ generated by a single-family residence or equivalent, relating to the flow and strength as ~~determined by the Agency~~.
20. "SOLE USE FACILITIES" means those wastewater facilities owned, used, operated and/or maintained by a single Member. (consider deleting this term, as MoUs define asset responsibilities)
21. "STANDARDS" means the terms and conditions of use of the Agency facilities as specified by the Agency.

Section 2. Creation of Agency

There is hereby created a public agency to be known as the "Central Marin Sanitation Agency", herein called Agency. The Agency is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California relating to the joint exercise of powers common to public agencies. For the purposes of this Agreement, the Agency is a public agency separate from the parties hereto.

Section 3. Purpose

The purpose of ~~this Agreement is to create an~~the agency ~~which willis to~~ plan, acquire, construct, maintain and operate facilities, for either joint or sole use, for the collection, treatment, reclamation and disposal of ~~sewage wastewater and other wastewater for the benefit of lands and inhabitants within the collective boundaries of the Members, and to capture and utilize the renewable resources derived from the wastewater treatment process, including but not limited to biogas, recycled water, and biosolids~~

~~Member by signature to this Agreement authorizes the Agency to design, construct, operate and maintain the project known as CM-5 as described in Eastern Marin/Southern Sonoma Wastewater Facilities Plan Addendum, July 1979.~~

Section 4. Term and Effect

This Agreement shall become effective when ~~all of the eligible the~~ Members ~~shall~~ have executed this Agreement and shall continue in force and effect until terminated by an

Agreement pursuant to Section 22 or until January 1, 2036 (longer term?), whichever is earlier. However this Agreement may be renewed, modified or terminated by mutual agreement. ~~The existing 1960 Agreement between Sanitary District No. 1 and Sanitary District No. 2 and the existing Agreement between Sanitary District No. 1 and the City of Larkspur are hereby rescinded, such rescission to take effect at the time that the Regional Treatment Plant is fully operative, provided, however, that paragraph 3(c) of the Agreement between Sanitary District No. 1 and the City of Larkspur shall remain in effect.~~

Section 5. Powers

- A. The Agency shall have the power and authorization to plan, acquire, construct, maintain and operate facilities for either joint or sole use, for collection, treatment, reclamation and disposal of ~~sanitary sewage and similar~~ wastewaters for the benefit of lands and inhabitants within its boundaries. ~~The Members will relinquish to, and the Agency will assume for the benefit of the Members, responsibility for all functions pertaining to the treatment, reclamation and disposal of sewage and similar wastewater.~~ The Agency may enter into contracts to perform any or all of these functions.

(Expand powers to include receiving organic materials for anaerobic digestion, biosolids reuse, production and distribution of recycled water, utilization of biogas to produce energy for internal use and external sale, and capture of other renewable resources for use or sale)

(Appropriate boundaries should be defined, and include at a minimum SQ state prison and SQ Village area)

- B. ~~The Agency is authorized to provide wastewater related services to local agencies outside of its boundaries, if the services provide a financial benefit to the Agency, JPA members, and their mutual customers. Service examples include public education, pollution prevention/source control, and operations and maintenance of facilities.~~
- C. The Agency is hereby authorized, in its own name, to do all acts necessary for the exercise of said power for said purposes, including but not limited to any or all of the following: to make and enter contracts; apply for and accept grants, advances and contributions; to employ agents and employees; to acquire, construct, manage, maintain and operate any **Agency** buildings, works or improvements; to acquire, hold or dispose of property; to sue and be sued in its own name, to incur debts, liabilities, or obligations; to issue bonds, notes, warrants, and other evidences of indebtedness to finance costs and expenses incidental to the projects of the Agency; and to exercise jointly the common powers of the parties hereto set forth above. No such debts, liability, or obligation of the Agency shall constitute a debt, liability or obligation of any Member. The Agency has no power to levy or cause to be levied ad valorem property taxes. The Agency has the power of eminent domain.

~~C. The Agency is hereby authorized in its own name, to accept Federal and State grants on behalf of the Members for improvements necessary to the sole use facilities of Members, excluding Marin Bay Plant, as described in the Eastern Marin/Southern Sonoma Wastewater Facilities Plan Addendum, July 1979. The Agency may plan, acquire and construct said sole use facilities but it will be each and every Member's responsibility to maintain and operate said sole use facilities belonging to that Member.~~

(Can be removed since grants were received, members' sole use facilities constructed, and CMSA built.)

(Replace section with authority to accept grants and loans on behalf of member agencies for the delivery of regional projects.)

D. The powers are subject to the restrictions upon the manner of exercising the powers of the Sanitary District Act of 1923, Division 6, of the Health and Safety Code of the State of California, as amended. The Agency specifically excepts Health and Safety Code Section 6487 from its restrictions so that CMSA may make its own provisions regarding payment of **invoices, bills, debt service**, and warrants. Specifically, these provisions are contained in Section 5.F. of this Joint Powers Agreement.

(Confirm Sanitary District Act if most appropriate legal authority)

* E. The Agency shall have the power to carry out a pretreatment program in accordance with Parts 307(b) and (c) and 402(b)(8) of the Federal Government's Clean Water Act (October 18, 1972) and Part 403 of the Federal Government's General Pretreatment Regulations for Existing and New Sources of Pollution.

(Check if CWA references are accurate, and we should add a reference for the new source control requirements of the RWB – pollution prevention, mercury reduction, FOG, etc.)

~~F. Pursuant to Government Code Sections 6505.5 and 6505.6, the CMSA is authorized to appoint an employee of the Agency (CMSA) to act as treasurer and auditor for CMSA. and such employee is authorized to sign checks and warrants from the CMSA account for any sums due from CMSA. This authority includes the signing of payroll checks, signing checks for other bills of CMSA and all sums payable on outstanding bonds and coupons of CMSA. All checks and warrants signed by the treasurer and auditor shall be approved by the CMSA Board.~~

All CMSA checks (except checks from the petty cash fund) shall be signed by two individuals. CMSA may appoint an employee to sign checks ~~with the treasurer~~. All individuals who sign checks shall be bonded.

The employee appointed by CMSA as treasurer ~~and auditor~~ is subject to the powers and restrictions contained in Government Code Sections 6500 et seq. CMSA reserves the right to withdraw the appointment of such employee as treasurer ~~and auditor~~.

Section 6. Governing Body of the Agency

The Agency shall be governed by the Central Marin Sanitation Agency Commission. The Commission shall, on behalf of the Agency, adopt a budget annually, both for capital outlay and maintenance and operation; ~~approve make-all~~ contracts for the Agency; establish rates and charges; grant easements, licenses or permits for the use of the property of the Agency; ~~approve demands for payment by the Agency~~; designate an administrator; contract for services as necessary; and take such other actions as are necessary or convenient to carry out the purpose and intent of this Agreement.

(Revise: Board approves contracts that exceed designated staff signature authority; Board doesn't approve payments as these are approved by staff through financial policy authorization; Board appoints general manager)

Section 7. Commission Membership and Officers

- A. The Commission shall consist of six commissioners, two appointed by the governing board of District No. 1, two appointed by the governing board of San Rafael, one appointed by the governing board of District No. 2, and one appointed by the City Council of Larkspur.
- B. Each commissioner may be an elected official of the governing body of the City or District he/she represents, or may be such other resident of the City or District as selected by the Member. A commissioner shall serve in such a manner and for such term as each Member may determine, and may be removed at the pleasure of the Member appointing such person. The Commission shall annually choose commissioners to serve as Chair~~man~~ and Vice-Chair~~man~~. The commissioners shall annually choose a Secretary who shall be a commissioner. Each Member shall determine its method of selection of the person representing the City or District. An elected official or resident of the City or District may be designated by the Member to serve as an alternate to any commissioner.
- C. The Commission may appoint and employ an ~~Administrator~~ General Manager who shall perform such duties as may be imposed by the Commission and who shall report to the Commission in accordance with such rules and regulations as the Commission may adopt.

D. The Chair~~man~~ shall sign all contracts on behalf of the Agency and perform such other duties as may be imposed by the Commission. The Commission may delegate to the ~~Administrator~~General Manager the power to sign contracts on behalf of the Agency after approval by the Commission. The Vice-Chairman shall act in the absence of the Chairman. The Secretary shall countersign all contracts on behalf of the Agency; perform such other duties as may be imposed by the Commission; and keep minutes of all meetings and cause a copy of the minutes to be forwarded to each of the commissioners and each of the Members.

(Revise - Chair and Secretary only sign contracts that exceed staff signature authority)

E. The Commission shall appoint a Treasurer/Controller. Said power of appointment may be vested with the Administrator by action of the Commission. The Treasurer shall have the duties and obligations set forth in Section 6505.5 of the Government Code of the State of California.

~~F. Pursuant to Government Code Section 53952, the CMSA Board may, by resolution, establish a revolving fund in an amount not to exceed \$1,000 to be used to make change and pay small bills directly. Such resolution shall (1) state the purposes for which the fund may be expended; (2) designate the officer of CMSA who shall have authority to make disbursements and account for receipts and disbursements; (3) state the necessity for the fund; and (4) designate the maximum amount of the fund.~~

~~1. The Board shall require the filing of a bond by the officer for whose use the fund is created for an amount not less than the amount of itself. Such bond shall be executed by the officer as principal and by an admitted surety insurer.~~

2. The above designated officer shall keep receipts for all expenditures over \$1.00.

G. The CMSA Board may, by resolution, establish a payroll revolving fund. Such resolution shall (1) state the purpose for which the fund may be expended; (2) designate the officer of CMSA who will serve as ~~auditor and~~ treasurer; (3) designate the ~~auditor~~/treasurer as the officer who shall have the authority to sign payroll disbursement; (4) state the necessity for the fund; and (5) designate the maximum amount of the fund.

Section 8. Commission Voting

Each commissioner shall be empowered to cast one vote on each measure. Four commissioners shall constitute a quorum. Four affirmative votes are required for passage of any measure, except that any of the following measures shall require the affirmative vote of five commissioners for passage:

- (a) approving the withdrawal of any Member.
- (b) approving the dissolution of the Agency.

Section 9. Duties of the Commission

- A. The duties of the Commission shall be:
 - (a) to make all policy decisions and exercise all the powers of the Agency.
 - (b) to submit full and regular reports to the Members,
 - (c) to adopt and/or revise from time to time such rules and regulations for the conduct of its affairs as may be required (Board of Commissioners' Policies).
- B. Agency shall have the power to compensate commissioners in accordance with the provisions of the Sanitary District Act of 1923, as amended.

Section 10. Meetings of the Commission

- A. Regular meetings of the Commission shall be held at such times and places as shall be established by the Commission by resolution.
- B. All meetings of the Commission including regular, ~~adjourned regular and~~ special ~~meetings, and emergency meetings~~ shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 through 54960 of the Government Code of the State of California, and other applicable provisions of law.

Section 11. Accountability of Funds, Reports and Audits

There shall be strict accountability of all funds and a monthly report of all receipts and disbursements of the Agency. The Commission shall cause annual audits of the accounts and records of the Agency to be prepared. The fiscal year of the Agency shall end at midnight on June 30, of each year. The Agency shall establish and maintain all necessary funds and accounts which shall be open to inspection at all reasonable times by each of the Members and the general public.

Section 12. Bonding Persons Having Access to Property

- A. Officer(s) or person(s) who have charge of, handle or have access to any property of the Agency, may be required to file an official bond with the Agency in such a manner as may be established by the Commission. Should an existing bond of any said officer(s) or

person(s) be extended to cover the obligation provided herein, said bond shall be the official bond of said officer(s) or person(s) required to be posted herein. The premium on any such bond or bonds shall be an appropriate expense of the Agency. ~~Any payment to the Treasurer required in the operation of the Agency shall be an appropriate charge against the Agency.~~

- B. The ~~Administrator~~ General Manager shall have the responsibility of any and all property of the Agency and shall review and recommend approval or denial of all claims and demands for the disbursement of Agency funds prior to submittal of said claims and demands to the Commission for approval.

Section 13. Bonds

- A. The Agency shall have power and authority to issue and sell revenue bonds in accordance with the following:
- (a) Article 2, Chapter 5, Division 7, Title 1 of the Government Code, commencing with Section 6540.
 - (b) Chapter 6, Division 2, Title 5 of the Government Code, commencing with Section 54300; and
 - (c) Chapter 5, Part 3, Division 5 of the Health and Safety Code, commencing with Section 4950.
 - (d) Such other relevant provisions of law as may now or hereafter be applicable.
- B. For purposes of referendum and vote on an Agency-wide basis, the boundaries of the Agency shall be the consolidated boundaries of its Members. Under applicable law, the Agency may form improvement districts in which event the boundaries thereof shall be determinative with respect to referendum and voting. Bond elections shall be conducted pursuant to the Uniform District Election Law and applicable provisions of the Elections Code.
- C. The Agency shall have and exercise all powers conferred on "local agencies" by the provisions of the law with respect to such revenue bonds.
- ~~D. Revenues required to provide moneys for bond principal, interest and redemption of other bond funds in connection with revenue bonds issued by the Agency shall be from sources determined by the Commission, including regional charges, contract services fees, and other Agency revenue sources derived from sewer connection and service charges levied throughout the benefiting service area and shall be based on dwelling unit or equivalent as hereinabove defined and determined.~~ The amount and allocation

of such charges shall be determined by the Agency.

Section 14. Operating Fund

- * A. An operating fund shall be established and maintained which shall be used to pay all administrative and incidental expenses incurred by the Agency, ~~together with all~~ costs of maintenance and operation arising from the operation of ~~Joint the Agency's~~ Facilities, and all capital replacement and rehabilitation costs of the Agency's facilities. ~~By resolution, the operating fund may be utilized prior to completion of joint sewerage facilities to allow the necessary administrative, financial and management information systems to be in place and functioning upon the operation of said facilities.~~ Revenues for the operating fund shall be derived from Regional Charges periodically charged to each Member by the Agency, which Regional Charges the Members hereby agree to pay. The periodic Regional Charge for each Member will be determined by the Agency and shall be based upon the relative volume and quality strength of wastewater generated by each Member. Volume will be determined based upon continuous measuring to measure total volume generated during the period. Quality Strength will be determined by periodic monitoring measurement of the wastewater influent's Total Suspended Solids (TSS) and Biological Oxygen Demand (BOD), and considered in determining Member Charges if deemed appropriate by the Commission. At the option of the Commission, contributions from Members may be based on dwelling units.
- B. Each Member, in turn, shall be responsible for deriving the revenue necessary to pay its Regional Charges to the Agency.
- C. Each single-family dwelling shall be assigned one dwelling unit. All other structures, or portions thereof used for purposes other than as single-family dwellings, shall be assigned a number of such units, as determined by the Agency Member based upon:
- (1) water meter readings and/or use of water from nonmetered sources;
 - (2) visual inspection to determine the relative extent to which water may be used for purposes which do not produce discharge into wastewater facilities;
 - (3) the chemical and/or other composition of the wastewater produced;
 - (4) other methodologies established and agreed upon by the members.
 - ~~(4) the peaking and ebbing cycle of the wastewater flows; and~~

~~(5) any requirements imposed by the Federal and State governments or agencies thereof.~~

The Commission Members shall establish the formula for computation for determination of what constitutes a dwelling unit.

* (deletion)

* D. Sewer connection and service charges may be collected either by a Member or the Agency by contract with the Member.

* E. The Commission may periodically direct the Members to reassess the number of dwelling units.

Section 15. Construction and Land Acquisition Fund

~~A. A construction fund shall be established and maintained which shall be used to pay costs associated with design and construction and administrative expenses resulting from the construction of sewerage works by the Agency for the Members. Revenues for the construction fund shall be derived from payments by the members in accordance with the Members' shares of the total capital costs associated with project Alternative CM 5. The estimated cost share assignments to the Members are as shown in Exhibit "A", Tables 1 through 8. By signature to this contract Members are committed to pay their local shares of the cost of the project CM 5.~~

~~B. At the time of submittal of a Final Revenue Program to the State Water Resources Control Board (80% construction completion) of a revised cost of construction, final contributions from Members shall reflect these actual capital cost allocations.~~

~~C. Agency shall reimburse District No. 1 for any and all expenses incurred by District No. 1 beyond its proportionate share pertaining to the acquisition of the North Point Site. These expenses shall include all direct costs of this acquisition and development of CM 5 for the regional plant and shall include, but not be limited to, legal fees, engineering fees and appraisal fees.~~

Section 16. Ownership of Properties

With respect to the ownership of sewerage wastewater assests and facilities and compensation therefore, the Members and Agency agree that:

1. Sewerage Works Wastewater Assets Other Than Treatment-CMSA Facilities

**** Upon the effective date of this Agreement the Members will grant to the Agency the use of all sewerage workswastewater facilities, if any, as described in Exhibit "B" (and MoUs) insofar as necessary for the operation of Joint Facilities. Each member will retain

ownership and responsibility for operation and maintenance of all its ~~sewerage workswastwataer collection system assets~~ so listed. The Agency will operate and maintain the 54" Ross Valley ~~force maininterceptor~~ upstream from the treatment plant to the ~~junction with the San Quentin force mainjunction box, as described in the MoUs. Exhibit "B", as amended by Amendment No. 1 of the Joint Powers Agreement, dated July 21, 1982, and as amended by this Agreement, is attached hereto and incorporated herein by reference.~~

2. Sewerage-CMSA Facilities Financed by Agency Funds
~~The Agency shall own entirely all facilities~~ located at assessor's parcel numbers (~~✕ and ✕018-180-46~~), including but not limited to property, buildings, wastewater and biosolids treatment facilities, resource recovery facilities, the land and marine outfall, and support assets.
3. Sole Use Facilities
Members shall retain ownership of and operate and maintain their respective Sole Use Facilities including wastewater ~~collector collection~~ systems, provided, however, that the Agency and any Member may, by agreement, provide for operation and maintenance of that Member's Sole Use Facilities, all or in part, by the Agency. Any such agreement must provide that all costs associated with the operation and maintenance of such Sole Use Facilities by the Agency shall be charged to and paid by the Member.
4. ~~Capital Reserve Funds~~
~~Excess capital funds, if any, from annual capital replacement (as per Federal Regulations) requirements, or from other sources are the property of the Agency and, after approval by the Commission, may be used for capital improvements of facilities operated by the Agency. Capital reserve funds shall be invested and interest earnings therefrom may be placed in the operating fund to reduce annual charges.~~
5. Operating and Capital ons, Administration and Maintenance Surplus Funds
~~Excess administration, operation, capital, and maintenance funds of the Agency, if any, from whatever source, are the property of the Agency. After provisions, if any, for a reasonable working reserve, the Commission may allocate all or a share of such funds to reduce the amounts required for the following year's budget.~~
6. ~~Employees (Not Applicable)~~
~~It shall be the policy of the Agency to attempt to employ, as employees of the Agency, such of those employees of the Member entities whose primary responsibility is the operation and maintenance of treatment facilities.~~

Section 17. Functional Responsibilities

With respect to the administration, operation and maintenance of sewerage-wastewater facilities within the Member boundaries and the performance of functions related thereto, the Members and Agency agree as follows:

1. The Member will be responsible for review of new connection permit applications, collection and accounting for permit fees, inspection of connections and all record-keeping attendant thereto, and retain all fees associated therewith. The Agency may perform these functions directly by contract with Members.
2. The Agency will assume-have full responsibility for the operation and maintenance of CM-5all its wastewater treatment and disposal, biosolids processing and dewatering, and resource recovery facilities and other sewerage-wastewater facilities specified in this Agreement.
3. The Member will have total responsibility for its collector-sewer-wastewater collection and transport systems.
4. The Member will be responsible for all billing and collection of sewer connection and service charges and associated record-keeping, accounting, and delinquency follow-up.
- ~~5. It is the responsibility of Members to assure that sewage generated from their Sole Use Facilities will not exceed one part per million sulfides. In the event that this standard is exceeded, the responsible Member shall pay the additional cost which results from the correction of this condition to the Agency~~
5. The members shall provide Agency access to its odor control facilities that are located at member agency pump stations.

Section 18.

A. Agency Indemnification

Agency shall indemnify, defend, and hold Members harmless from any claims or liability arising out of or relating to the functioning-business of the Agency pursuant to this Agreement. Agency shall maintain liability insurance in sufficient amounts as determined by the Commission for personal injuries, and property damage naming Members as additional insureds.

B. Member Indemnification

Members individually shall indemnify, defend and hold Agency and other Members harmless from any liability arising out of or relating to the individual Member's actions

pursuant to this Agreement. Members shall maintain liability insurance in sufficient amounts as determined by the Commission for personal injuries, and property damage naming Agency as additional insured. (Do the members list CMSA as additional insured?)

Section 19. Records and Accounts (could be revised)

~~The Agency shall cause to be kept accurate and correct books of account~~ financial records, showing in detail the costs and expenses of any new construction, extra construction or reconstruction and the maintenance and operation of the ~~Joint Facilities and Sole Use Facilities~~ Agency's facilities, if any, and all financial transactions of the Members relating to the Joint and Sole Use Facilities, which books of account shall correctly show any receipts and also any costs, expenses or charges to be paid by all or any of the Members hereunder. Said ~~books records of account~~ shall be open to inspection at all times by any representative of any of the Members, or by any accountant or other person authorized by any Member to inspect said books of account. The Commission shall, in accordance with Section 6505 of the Law, cause the ~~books of account and other~~ financial records of the Agency to be audited annually by an independent certified public accountant. All records shall be kept in accordance with ~~accepted good accounting practice~~ generally accepted accounting practices.

Section 20. Amendments

This Agreement may be amended only by Agreement approved and executed by all of the parties thereto.

Section 21. ~~Settlement of Disputes~~ Dispute Resolution Process (legal review needed)

If a dispute arises as to the construction, interpretation or implementation of any provision of this Agreement, the issues in dispute or matter requiring action shall be submitted to binding arbitrations subject to the following dispute resolution process.

- Managers from each agency shall meet and attempt to resolve the dispute;
- Each agency shall appoint two Board members and their managers to an ad hoc committee to meet and attempt to resolve the dispute;
- Each agency shall assign a representative(s) to participate in mediation.
- Binding Arbitration

For such purposes, an agreed upon mediator/arbitrator shall be selected by all Commissioners, or in the absence of agreement, the Commission by majority vote shall select ~~a an~~ mediator/arbitrator and the commissioner or commissioners in dissent shall select an mediator/arbitrator. The two mediators/arbitrators so selected shall select a third mediator/arbitrator. The mediator/arbitrator or three mediators/arbitrators acting as a panel shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure.

Section 22. Withdrawal or Dissolution

How realistic are this section's scenarios today? The rationale for this section may have made sense in 1979 when RVSD and SRSD had operating treatment plants.

If this section remains in a new Agreement, we should really think about what the distribution of assets means and how it's determined. It is highly unlikely a JPA member with a collection system will withdraw since there are no other POTWs in the region that could accept a JPA agency's flow without a major expansion of capacity, not to mention the JPA expense to construct the facilities to transport the water to another facility.

Upon vote of the Commission, a Member may withdraw from the Agency. With a Member's withdrawal or upon dissolution of the Agency, there shall be partial or complete distribution of assets and discharge of liabilities as follows:

- (a) Withdrawal: Upon withdrawal of any Member from the Agency, the withdrawing Member shall receive its proportionate share of the assets of the Agency and shall contribute its proportionate share as it comes due toward discharge of any liabilities incurred by the Agency as the same appear on the books of the Agency.
- (b) Dissolution: Upon dissolution of the Agency, each Member shall receive its proportionate share of the assets of the Agency and shall contribute its proportionate share as it comes due toward discharge of any liabilities incurred by the Agency as the same appear on the books of the Agency.

The distribution of assets may be made in kind or assets may be sold and the proceeds thereof distributed to a Member at the time of withdrawal or to all Members at the time of dissolution provided that all facilities and rights in facilities assigned or transferred by any Member to the Agency shall be reconveyed to said Member free and clear of all encumbrances and liens of any kind.

Upon withdrawal of a Member from the Agency or upon dissolution of the Agency, the responsibility of the Member or Members to contribute to the discharge of enforceable liabilities incurred by the Agency shall be limited to the proportion that the contributions made by each Member bears to the total contributions made by all to the Agency from the effective date of this Agreement to the date of withdrawal or dissolution.

Section 23. Miscellaneous

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the sections referred to.

This Agreement is made in the State of California and under its Constitution and laws, and it is

to be so construed.

To preserve a reasonable degree of flexibility, many parts of this Agreement are stated in general terms. It is understood that the Commission may from time to time adopt and implement rules and regulations ordinances, policies, and procedures to further define the rights and obligations of the Members and of the Agency to carry out the purposes of this Agreement.

Section 24. Partial Invalidity

If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants, and conditions of this Agreement shall not be valid and enforceable to the fullest extent permitted by law.

Section 25. Successors

This Agreement shall be binding upon and shall insure to the benefit of the parties and the successors of the parties hereto.

**

Section 26. Personnel

A. Authority to Hire and Dismiss Employees:

- ~~1. The Board of Commissioners shall be the appointing authority for the General Manager. The General Manager shall serve at the pleasure of the Board. The Board of Commissioners shall be the appointing authority for management personnel designated by the Board and those persons shall serve at the Board's pleasure. (not done – all staff hired by GM)~~
2. The General Manager is hereby empowered to hire all **non-management** personnel subject to the requirements of the Personnel **Rules and Regulations Policies and Procedures**.
- ~~3. The General Manager shall have the power to reprimand, suspend, reduce in compensation or dismiss any **non-management** personnel subject to such employee's right of appeal to the Board. **All management personnel serve at the pleasure of the Board of Commissioners and, thus, are at will employees.**~~

B. Review of Employee Performance (this could be removed as it is detailed in the Agency's

Personnel Policies)

1. The Board of Commissioner shall annually review the performance of the General Manager ~~and all upper management personnel directly responsible to the Board.~~
2. The General Manager shall review the performance of all other management employees annually and make a written evaluation for the employee's personnel file.
3. Employees will be annually evaluated in writing by their respective supervisor(s) with approval of such review by the General Manager. Such evaluation will be placed in the employee's personnel file.

C. Personnel ~~Rules and Regulations~~Policies and Procedures

The Board of Commissioners shall have the authority to adopt personnel ~~rules and regulations~~policies and procedures and make amendments thereto by a majority vote of the Board.

D. Administration of Employer-Employee Relations

The Board of Commissioners shall have the authority to adopt a procedure for the administration of employer-employee relations and make amendments thereto by a majority vote of the Board.

~~E. — Grievance Procedure (In MoU for represented employees, and Personnel Policies)~~

~~The Board of Commissioners shall have the authority to adopt a grievance procedure for its employees and may make amendments thereto by a majority vote.~~


~~F. — Procedure for Disciplinary Action (In MoU for represented employees, and Personnel Policies)~~

~~The Board of Commissioners shall have the authority to adopt a procedure for disciplinary action which shall serve to review the action of the General Manager. The Board shall have the right to make amendments thereto by a majority vote of the Board.~~

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, as of the day and year first above written.

5.d.

SAN RAFAEL SANITATION DISTRICT
Agenda Item No. 5.d.

DATE: February 24, 2017
TO: Board of Directors, San Rafael Sanitation District
FROM: Doris Toy, District Manager/District Engineer 
SUBJECT: Consider Changing Current Board Meeting Schedule

Summary

As of January 2016, the District's Board meetings have been scheduled for the second Thursday of the month at 3:30 P.M. However, Director Maribeth Bushey has requested to change the Board meeting schedule because of a scheduling conflict.

Staff checked on the schedules for the three Board members and found that the majority of the members are able to attend the meeting on the fourth Friday of the month at 9:00 A.M.

Please note that the fourth Friday in November 2017 is a holiday. This Board meeting will need to be rescheduled.

Action Required

The Board is requested to set a new Board meeting schedule and provide direction to staff if required.


Attachment: Proposed new Board Meeting Schedule

**PROPOSED
SAN RAFAEL SANITATION DISTRICT
SCHEDULED BOARD MEETINGS
Fourth (4th) Friday of each Month – 9:00 A.M. to 10:00 A.M.
Unless Otherwise Stated on the Agenda
Beginning February 24, 2017 for Calendar Year 2017**

FEBRUARY	24	2017
MARCH	24	2017
APRIL	28	2017
MAY	26	2017
JUNE	23	2017
JULY	28	2017
AUGUST	25	2017
SEPTEMBER	22	2017
OCTOBER	27	2017
NOVEMBER	24	2017 – HOLIDAY
DECEMBER	22	2017

SAN RAFAEL SANITATION DISTRICT

Memorandum

DATE: February 8, 2017
TO: Doris Toy, District Manager/District Engineer
FROM: Kris Ozaki, Sewer Maintenance Supervisor 
Subject: Category 1 SSO at 22 Beach Drive

On February 7th, 2017, I was working in the eastern part of San Rafael during the height of the storm and high tide. I had just finished assisting our crew with sandbagging our wet well on Sea Way when the storm surge pushed Bay waters over the roadway, and I decided to check our other low-lying structures in the area. At 8:50 A.M., I arrived at Beach Drive Fiberglass Pump Station. I proceeded to check the manholes in the gravity collection system and found that Manhole No. MH2286 on Beach Drive had water escaping from the pick hole.

I took a short video of the overflowing manhole and sent it to Matt Smith, Sewer Maintenance Superintendent, and proceeded to call him to discuss this overflow. I informed him that the pump station was pumping at full capacity but was unable to keep up with the incoming water flow. I also informed him that it appeared that Manhole No. MH2265, located behind 748 Point San Pedro Road near the edge of the marsh, had become submerged. Matt then advised me that he would discuss this matter with you in regard to determining the flow rate.

Tim Wood and Gerardo Navarro, Sewer Maintenance Worker II's, who were working down the street with the Hydro Flusher, then came over to the site in order to remove water from the gravity collection system. They pulled water from Manhole No. MH2286 and released it into the gravity collection system around the Glenwood Pump Station in order to dewater the truck. At 10:36 A.M., they called to let me know that the tide had subsided enough to allow them to see Manhole No. MH2265 sitting above the waterline of the marsh and that the overflow had stopped. They continued to work at the site throughout the rest of the work day in order to assist the pump station.

You and Matt then determined that the overflow rate for the water coming out the manhole was approximately 10 gallons per minute. Based on that rate, it was determined that the total overflow was approximately 1,060 gallons, since it had been overflowing for approximately 106 minutes.

I attempted to call the California Office of Emergency Services (Cal OES) at 10:40 A.M. but got a busy signal, so I called Armando Alegria, the Supervising Environmental Health Specialist with Marin County Environmental Health Services, instead. I explained to him about the overflow that had occurred earlier, and he instructed me not to worry about sampling but told me to post warning signs around the area. At 10:46 A.M., I was finally able to connect with Cal OES to file a Category 1 SSO and was given Control No. 17-1139.

Bill LeNoue, Sewer Lead Maintenance Worker, posted four warning signs around the area and documented it with pictures. This morning I emailed the pictures over to Armando and asked him how long the signs would need to remain posted.

KO/ch