

**A G E N D A**  
**SPECIAL MEETING**  
**SAN RAFAEL SANITATION DISTRICT**  
**BOARD OF DIRECTORS**  
**FRIDAY – DECEMBER 10, 2021 - 11:00 A.M.**  
**Join Zoom Meeting at <https://zoom.us/j/97026299529>**  
**Meeting ID: 970 2629 9529**

**Or by Phone:**  
**One tap mobile**  
**+16699006833,,97026299529# US (San Jose)**

**Dial by your location**  
**+1 669 900 6833 US (San Jose)**

**Meeting ID: 970 2629 9529**

**Find your local number: <https://zoom.us/u/abNB30QXOE>**

**CORONAVIRUS (COVID-19) ADVISORY NOTICE**

In response to Executive Order N-29-20, the San Rafael Sanitation District will no longer offer an in-person meeting location for the public to attend. This meeting will be held virtually using Zoom.

Public comments for this meeting can be submitted via email to the District Clerk at [Cindy.Hernandez@cityofsanrafael.org](mailto:Cindy.Hernandez@cityofsanrafael.org). The public comment period opens when the agenda is posted online and will close two hours prior to the start of the meeting. Include your name and the item you would like to provide written comment on.

To provide comments during the meeting, please use the “raise hand” feature in the Zoom Meeting and the host will notify and unmute you when it is your turn to speak.

If you experience an issue providing comments in the meeting or want to comment via phone, please call 415-485-3132.

**Members of the public may speak on Agenda items.**

**1. ROLL CALL**

**2. ADOPT TELECONFERENCE MEETING RESOLUTION TO COMPLY WITH ASSEMBLY BILL 361**

Adopt resolution making findings that the proclaimed state of emergency continues to impact the ability to meet safely in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

### **3. OPEN PERIOD**

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

### **4. MINUTES OF THE MEETING**

Request approval as submitted – November 4, 2021.

### **5. PAYMENTS**

Request approval as submitted.

### **6. OLD BUSINESS**

- a. Presentation update on Bayside Acres Beach Sewer Improvement Project.  
(David Nicholson & Nute Engineering)

### **7. NEW BUSINESS**

- a. Adopt resolution authorizing District Manager/District Engineer to execute a Utility Agreement with the Bay Area Toll Authority for the Richmond San Rafael Bridge Access Improvement Project.
- b. Adopt resolution authorizing District Manager/District Engineer to execute a Reimbursement Agreement with the City of San Rafael for contract and construction management of the Third Street Rehabilitation Project.
- c. Consider cancellation of the January 6, 2022, Board meeting.

### **8. INFORMATIONAL ITEMS**

- a. Report on Sanitary Sewer Overflows. (Kris Ozaki)

### **9. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

### **10. CLOSED SESSION**

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

### **11. ADJOURNMENT**

The next scheduled meeting is January 6, 2022, unless cancelled by vote under Item 7.c.

**SAN RAFAEL SANITATION DISTRICT**  
***Agenda Item No. 2.***

**DATE:** December 10, 2021

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer

**SUBJECT:** Adopt Resolution Making Findings that the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safety in Person and Declaring that the Board will Continue to Meet Remotely in Order to Ensure the Health and Safety of the Public

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**RECOMMENDATION:**

Adopt resolution making the findings that the proclaimed state of emergency continues to impact the ability to meet in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

**BACKGROUND:**

The Ralph M. Brown Act requires that except as specifically provided, “meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body,” Gov. Code Section 54953(a). For many years, the Brown Act has authorized members of a local agency’s legislative body to attend a public meeting by teleconference in compliance with strict procedural requirements. Under Government Code Section 54953(b)(3), in order to use teleconferencing, at least a quorum of the legislative body must participate from locations within the agency’s boundaries; and the agency must give notice of each teleconference location and allow members of the public to address the Council at each teleconference location.

On March 4, 2020, Governor Newsom declared a statewide State of Emergency in connection with the COVID-19 pandemic. Subsequently, on March 18, 2020, the Governor issued Executive Order No. N-29-20 suspending the Brown Act’s requirements for in-person meetings and facilitating the use of teleconferencing for public meetings during the State of Emergency. The Executive Order authorized public meetings to be held by teleconference only, provided that notice and accessibility requirements are met, members of the public are allowed to observe and address the legislative body at the meeting, and there is a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities. This order has allowed the Board to hold its public meetings using teleconference technologies, with the requisite notice and public participation; however, the order was due to expire on September 30, 2021, and without legislative action, in-person meetings and the strict teleconferencing procedures of the Brown Act would again be required.

Because the statewide State of Emergency continues and the COVID-19 pandemic still poses a health risk for public meetings, on September 16, 2021, Governor Newsom signed into law as an urgency measure Assembly Bill (AB) 361. AB 361 amends the Brown Act provisions governing the use of teleconferencing for public meetings of a local agency's legislative bodies, allowing more liberal teleconferencing requirements to continue during the current and future state-declared emergencies.

### **ANALYSIS:**

Executive Order N-29-20 has now expired, but AB 361 is now in effect, and its amendments to the Brown Act will allow the District to continue to hold its meetings using teleconferencing technology after September 30th. Government Code Section 54953, as amended by AB 361, now provides in new subsection (e)(1) that during the current and any future state-declared State of Emergency, the legislative body of a local agency may use teleconferencing without complying with the procedural requirements of Government Code Section 54953(b)(3) in any of three circumstances:

- (A) The legislative body holds a meeting during a proclaimed State of Emergency, and State or local officials have imposed or recommended measures to promote social distancing.
- (B) The legislative body holds a meeting during a proclaimed State of Emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- (C) The legislative body holds a meeting during a proclaimed State of Emergency and has determined, by majority vote, pursuant to subparagraph (B), that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Certain additional requirements would apply under the new law, however, including specific requirements as to how public comment must be allowed and heard, with which the Board already complies. In addition:

- In the event of a disruption which prevents the Board from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the District's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevent the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.
- If a State of Emergency remains active or state of local officials have imposed or recommended measures to promote social distancing in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to



subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

- The legislative body has reconsidered the circumstances of the State of Emergency.
- Any of the following circumstances exist:
  - (i) The State of Emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

This resolution is intended to comply with the requirement to make specified findings every 30 days. The resolution finds that the State of Emergency continues in effect, that measures to promote social distancing are still being imposed by the State and county, and that the State of Emergency directly impacts the ability of the public and the members of the Board to meet safely in person. The proposed resolution confirms the Board's determination that its public meetings should continue to be held using only teleconferencing technology.

Staff plans to agendize the same type of resolution at each regular Board meeting during the pendency of the statewide state of emergency so that the Board may continue to reconsider these findings at least every 30 days.

The Brown Act amendments adopted by AB 361 will be operative until January 1, 2024, and will then expire unless extended by new legislation.

**FISCAL IMPACT:**

None.

**OPTIONS:**

The Board has the following options to consider on this matter:

1. Adopt the resolution as proposed.
2. Adopt a modified resolution.
3. Direct staff to return with more information.
4. Take no action.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution making the findings that the proclaimed State of Emergency continues to impact the ability to meet in person and declaring that the Board will continue to meet remotely in order to ensure the health and safety of the public.

Attachment: Resolution

**RESOLUTION NO. 21-1239**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN RAFAEL  
SANITATION DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF  
EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN  
PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE  
TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF  
THE PUBLIC**

**WHEREAS**, the San Rafael Sanitation District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

**WHEREAS**, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

**WHEREAS**, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

**WHEREAS**, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

**WHEREAS**, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

**WHEREAS**, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

**WHEREAS**, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

**NOW, THEREFORE, THE SAN RAFAEL SANITATION DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:**

1. The Board has reconsidered the circumstances of the State of Emergency and finds that:
  - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors, District staff, and members of the public to meet safely in person; and
  - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board of Directors will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 10th day of December 2021 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Kate Colin, Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**



**SAN RAFAEL SANITATION DISTRICT**  
**Minutes of the Meeting**  
**November 4, 2021**

Regular Meeting

Via Teleconferencing

The meeting was called to order at 11:03 A.M. by Acting Chair Rice.

Attendance Board:	Katie Rice, Acting Chair Maribeth Bushey, Secretary/Director
Attendance Staff:	Doris Toy, District Manager/District Engineer David Nicholson, Senior Civil Engineer Kris Ozaki, Operations and Maintenance Manager Tim Tran, Associate Civil Engineer Liza Justo, Junior Engineer Cynthia Hernandez, District Secretary
Attendance Others:	Roy Given, Director of Finance, County of Marin Michael Maher, CPA, Maher Accountancy Dean DiGiovanni, CMSA Commissioner for SRSD

1. **ROLL CALL** – A roll call was taken, and Acting Chair Rice and Director Bushey were present, and Chair Kate was absent.
2. **ADOPT TELECONFERENCE MEETING RESOLUTION TO COMPLY WITH ASEMBLY BILL 361**

Adopt resolution of the Board of Directors of the San Rafael Sanitation District making findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public.

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to adopt the resolution making findings that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the Board of Directors will continue to meet remotely in order to ensure the health and safety of the public.

**AYES:** Director Bushey, Acting Chair Rice  
**NOES:** None  
**ABSENT:** Chair Kate

*Motion Carried*

3. **OPEN PERIOD** – No persons were present to address the Board.

**4. MINUTES OF OCTOBER 7, 2021.**

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to approve the minutes of the October 7, 2021, meeting as presented.

**AYES:** Director Bushey, Acting Chair Rice

**NOES:** None

**ABSENT:** Chair Kate

*Motion Carried*

**5. PAYMENTS**

**MOTION** by Director Bushey, seconded by Acting Chair Kate, to approve the payments for October 2021 in the amount of \$3,471,890.76 for maintenance and operation of the District and for capital improvements.

**AYES:** Director Bushey, Acting Chair Rice

**NOES:** None

**ABSENT:** Chair Kate

*Motion Carried*

**6. OLD BUSINESS**

**a. Presentation on Investment Income. (Roy Given)**

County Finance Director Roy Given reported the following information: Based on the District's request for 10 years of investment information, interest rates were at their lowest between 2009 and 2015 until more recently hitting all-time lows once again. As the economy became more robust during 2016 through early 2019, interest rates began to rise until the pandemic hit, and then there was a sharp drop after March of 2019. The type of funds that the District has invested with the County are operating funds. Both the government and the County Investment Policy require that operating funds only be invested in high-quality bonds in order to ensure safety, liquidity, and yield. For transparency purposes, Fitch Ratings reviews the County Investment Pool and has given it a AAA rating going back to 1994. The County also has a Treasury Oversight Committee that calls for an annual compliance audit, which has not produced any findings. In addition, there is a monthly investment report approved by the County Board of Supervisors and a quarterly interest apportionment by the County Finance Department that are provided to all Pool participants. In addition to making investments for Pool participants, the County also serves as their bank and provides reporting on this as well. The Board then asked the County Finance Director about the amount of interest income the District could expect for next year, and he advised them that they should probably expect it to remain about the same until interest rates begin to rise (possibly in the next six months to a year). The Board also inquired about the possibility of investing in something other than the County Pool in order to gain more interest (since the District does not require all of its funds to be liquid), and the County Finance Director reported that this would depend on how much risk the District would be willing to assume and the length of the investment. He then suggested talking to the District's auditor about questions arising over investment income and the fluctuations in interest income that have occurred in financial reporting over the past several years. The Board then thanked County Finance Director Given for his presentation and suggested that Manager Toy speak to Maher Accountancy and the City Finance Director, Nadine Hade, about this matter.

**b. Update on Bayside Acres Beach Sewer Improvement Project.**

District Manager Toy reminded the Board that this project involves replacing the sewer main, which runs along a portion of the beach off of Point San Pedro Road. She then reported that four options had previously been presented for this project, which are as follows: (1) leave the sewer main in its current location, (2) relocate the sewer main closer to the homes where there would be a higher elevation, or (3) relocate the sewer main into the roadway on the other side of the homes (this would require the homes to pump their wastewater uphill). She also reported that if option 3 is chosen, the District would need to decide whether the homes should have individual pump systems that would be owned and maintained by the property owners or whether there should be a shared pump system for multiple homes (option 4) that would be owned and maintained by the District. Next, Manager Toy reported the following: The District has been working with 20 property owners over the past year in order to gain access to their properties and to go into their homes to collect data. The District has now been able to survey these properties and check out their plumbing and their electrical wiring in order to determine whether they would have enough power to have individual pumps (if that option is chosen). Staff is currently working with the District's consultants on a presentation that will be given at the December Board meeting. After that meeting, staff would like to have a community meeting with the homeowners. Because of the complexity of this project, staff would like to hire a consultant to assist with public outreach. She spoke with Chair Kate about this, and staff plans to send out RFPs to a couple of firms. Mayor Kate will then assist staff with the selection process, and staff hopes to bring a proposal from one of the consultants to the December meeting for the Board's approval. The Board then reported that they look forward to receiving a comprehensive proposal on the communications and outreach and the most up-to-date information on this project.

**7. NEW BUSINESS**

**a. Adopt resolution rescinding Resolution No. 05-909 and establishing authority limits and procedures for Professional Services Agreements.**

District Manager Toy reported that at the last meeting, the Board had requested staff to bring an action item to the next meeting for their consideration in regard to raising the District Manager's signing limit, which is currently \$20,000 for a Professional Services Agreement. She also reported that MRG had recommended that this limit be raised and that the signing limit for CMSA's General Manager is \$60,000. This figure was established by the California Uniform Construction Cost Accounting Commission for implementation by public agencies for contracting on public projects, especially for cities with populations of less than 75,000. She then recommended that the District Manager's signing limit for Professional Services Agreements be increased to \$60,000. The Board then requested that staff keep track of these Professional Services Agreements.

**MOTION** by Director Bushey, seconded by Acting Chair Rice, to adopt the resolution rescinding Resolution No. 05-909 and establishing authority limits and procedures for Professional Services Agreements.

**AYES:** Director Bushey, Acting Chair Rice  
**NOES:** None  
**ABSENT:** Chair Kate

*Motion Carried*

## **8. INFORMATIONAL ITEMS**

### **a. Report on October 24, 2021, rain event. (Kris Ozaki)**

Operations and Maintenance Manager Ozaki reported that he had written a memo about the notable events that he and the maintenance crews had responded to during the rain event. He then reported the following: The crews worked two shifts that were approximately 10-12 hours each. During this event the District had a Category 1 Sanitary Sewer Overflow (SSO) on Fifth Avenue, between H and Eye Streets, that was caused by a root mass. At this location there is a gravity line that runs under a storm culvert. This pipe became overwhelmed due to the amount of inflow and infiltration (I/I) that was entering the system. There is also an overflow pipe at this location that takes the excess flow. However, because the overflow pipe had not been recently cleaned, it contained a root mass that blocked the flow and resulted in the SSO. The SSO was 39,750 gallons and had reached the surface waters. This was one of the largest SSOs that the District had ever experienced at this location. Water samples were an outside lab because CMSA was too busy processing other samples. The District is planning to rehab this overflow pipe; but in the meantime, staff has adjusted the cleaning schedule for it in order to prevent any future problems at this location. Staff is also looking into other pipes that have not been recently cleaned. Staff is also going to be working with its GIS consultant, Cal-CAD, to develop a computer maintenance management system (CMMS) that will better help the District to prevent these problems in the future. The Board then inquired about an after-action report with remediation plans, and Operations and Maintenance Manager Ozaki reported that the Sewer Maintenance Supervisor writes a report after every SSO and would be writing an additional report after he had completed his research on this SSO. CMSA Commissioner Dean DiGiovanni then reported that CMSA had experienced the highest flows ever during the storm, which were approximately 128 MGD. The Board then inquired about recommendations that might help the District to be better prepared for any future major storms, and Operations and Maintenance Manager Ozaki reported that he had been discussing various options that could be used to assist the District during major storm events with the Sewer Maintenance Supervisor, such as the use of additional SmartCovers (for manhole lids), investigating possible sources of I/I, the use of rain tracking technology, and additional ways to divert flows when the sewer system becomes overwhelmed. The Board then thanked him and the crews for their work during the storm.

### **b. Report on Alternate Board Members.**

District Manager Toy reported that the District's Alternate Board Members are Rachel Kertz for Chair Kate and Director Bushey and Damon Connolly for Director Rice, in response to the Board's request for an update on this at the last meeting.

### **c. Update on Organizational Review and Analysis Report recommended work plan.**

District Manager Toy reported that she has been working with staff on the list of recommendations made by MRG and that she hoped to provide the Board with an update on this at the January meeting.



**d. Call Us First for a Sewer Emergency Video.**

District Manager Toy reported that a couple of years ago, the District and other Marin sanitation agencies joined together to create and broadcast videos that educate the public on various topics, such as the proper disposal of “flushable” wipes, fats oils and grease (FOG), and unused medications. She also reported that there is now a new video advising the public to contact their local sanitation agency whenever they see a sewer spill. She then reported that these videos are currently being aired on Comcast/Xfinity cable television and on You Tube.

**9. DIRECTOR REPORTS/REQUESTS FOR FUTURE AGENDA ITEMS**

**10. ADJOURNMENT**

There being no further business to come before the Board, the meeting of November 4, 2021, was adjourned at 11:56 A.M. The next meeting of the San Rafael Sanitation District scheduled for Thursday, December 2, 2021, was later canceled, and a special meeting was scheduled for Friday, December 10, 2021, at 11:00 A.M via teleconferencing.

Respectfully submitted,

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Maribeth Bushey, Recording Secretary

**ATTEST THIS 10th DAY OF DECEMBER 2021**

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Katie Rice, Acting Chair

**SAN RAFAEL SANITATION DISTRICT  
PAYMENT SUMMARY**

November 1, 2021 - November 30, 2021

Vendor/Payee	Memo	Class	Acct #	Account Name	Amount
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 10/27/21	200	2021	Uniforms	192.08
ARAMARK UNIFORM SERVICES	Uniforms - weekly service ending 11/03/21	200	2021	Uniforms	196.68
AT&T MOBILITY	Telephone Service - cell phone service from 10/04/21 to 11/03/21	100	2534	Telephone service	958.43
CAPER, LISA	Collection System - reimbursement for plumbing services at 225 Prospect Drive	200	2360	O&M - collection systems	375.00
CENTRAL MARIN SANITATION AGENCY	Fog Program - FOG Control Program Management from 7/01/21-9/30/21	100	4300	FOG Program	3,465.99
COUNTY OF MARIN	Director's Fees - Katie Rice on 11/04/21	100	2282	Director's fees	100.00
D&D Pipelines Inc	2020 Sewer Pipe Repair and Replacement Project, Phase 1 - retention release	300	4342	2020-21 Sewer Improvement (f	16,361.40
DNG ENTERPRISES INC	Collection System - diesel exhaust fluid for vactor truck #8150	200	2360	O&M - collection systems	10.91
EIDE BAILLY LLP	Consulting Services - audit of financial statements for FY2020-21	100	2325	Consulting services	15,500.00
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control chemical delivered to pump stations on 10/08/21	200	2106	Odor control chemicals	10,813.11
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - odor control chemical delivered to the Loch Lomond Pump Station on 10/22/21	200	2106	Odor control chemicals	2,359.80
EVOQUA WATER TECHNOLOGIES, LLC	Odor Control - service and inspection of chemical tanks from 10/01/21-10/31/21	200	2106	Odor control chemicals	1,566.65
MARIBETH BUSHEY	Director's Fees - Maribeth Bushey on 11/04/21	100	2282	Director's fees	100.00
MARIN COUNTY TAX COLLECTOR	County Counsel - 1st quarter Jul/Aug/Sept FY 2021/22	100	2713	Legal services	1,566.50
MARIN MUNICIPAL WATER DIS	Water - 44 Lagoon Road from 8/17/21-10/14/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - 1271 Andersen Drive from 8/11/21-10/08/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - 3106 Kerner Boulevard from 8/14/21-10/13/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Andersen Drive from 8/11/21-10/08/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Castro Avenue from 8/13/21-10/12/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Catalina Boulevard from 8/13/21-10/12/21	200	2536	Water utility costs	564.76
MARIN MUNICIPAL WATER DIS	Water - East Francisco Boulevard from 8/13/21-10/12/21	200	2536	Water utility costs	92.17
MARIN MUNICIPAL WATER DIS	Water - East Francisco Boulevard from 8/14/21-10/13/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Montecito Road from 8/14/21-10/13/21	200	2536	Water utility costs	1,529.43
MARIN MUNICIPAL WATER DIS	Water - North San Pedro Road from 8/17/21-10/14/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Peacock Drive from 8/17/21-10/14/21	200	2536	Water utility costs	87.73
MARIN MUNICIPAL WATER DIS	Water - Point San Pedro Road from 8/14/21-10/13/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Riviera Drive Lt28 Sewer Pump from 8/17/21-10/14/21	200	2536	Water utility costs	87.73
MARIN MUNICIPAL WATER DIS	Water - Simms Street from 8/11/21-10/08/21	200	2536	Water utility costs	83.29
MARIN MUNICIPAL WATER DIS	Water - Woodland Avenue from 8/11/21-10/08/21	200	2536	Water utility costs	87.73
MARIN ROTO-ROOTER SEWER SERVICE	Collection System - temporary sewer repair at 2 California Avenue	200	2360	O&M - collection systems	5,237.50
MARIN ROTO-ROOTER SEWER SERVICE	Standby - service for 27 Euclalyptus Lane on 10/24/21	200	2363	Standby services	750.00
MARIN ROTO-ROOTER SEWER SERVICE	Standby - service for 235 Prospect Drive on 11/06/21	200	2363	Standby services	1,500.00
MARIN ROTO-ROOTER SEWER SERVICE	Standby - service for 912 Irwin Street on 11/11/21	200	2363	Standby services	550.00
MILLER PACIFIC ENGINEERING GROUP	2020 Sewer Pipe Repair and Replacement Project, Phase 1 - engineering and testing services	300	4342	2020-21 Sewer Improvement (f	3,218.60
NUTE ENGINEERING INC	North Francisco and West Railroad Pump Stations - engineering related services from 10/01/21-10/31/21	300	4155	N. Francisco WRR Pump St (10	808.00
NUTE ENGINEERING INC	South Francisco Pump Station Improvements Project - engineering related services from 10/01/21-10/31/21	300	4148	S. Francisco Pump Station (10	1,403.25
NUTE ENGINEERING INC	Third Street PS and Beach Fiberglass PS Improvement Project - engineering related services from 10/01/21-10/31/21	300	4149	Third St / Fiberglass PS (10	18,929.25
PG&E a/c 2480926202-5	Power - electric service for pump stations 9/02/21 - 9/17/21	200	2535	Electric utility costs	1,633.50
PG&E a/c 2480926202-5	Power - electric service for pump stations 9/10/21 - 10/10/21	200	2535	Electric utility costs	11,039.19
PG&E a/c 2480926202-5	Power - electric service for pump stations 10/10/21 - 11/10/21	200	2535	Electric utility costs	3,208.13
PUMP REPAIR SERVICE CO INC	Pump Stations - new spare Flygt pump and inspection of existing pump	200	2359	Maint- pump sta's & force main	15,083.42
R.L. RIGHETTIE ENTERPRISES, INC	Pump Stations - repair to generator on Genset vehicle #8201	200	2359	Maint- pump sta's & force main	737.00

SCHAAF & WHEELER, INC	2020 Sewer Pipe Repair and Replacement Project - design related services through 9/30/21	300	4342	2020-21 Sewer Improvement (f	38,691.16
SCHAAF & WHEELER, INC	Woodland Avenue SIP - engineering services through 9/30/21	300	4339	Woodland Pl/Ave & Octavia (8c	3,330.00
SHAMROCK	Pump Stations - base rock for repair to North Francisco Pump Station water line	200	2359	Maint- pump sta's & force main	53.76
STAPLES INC	Office Supplies - erasable gel pens	100	2133	Office & shop supplies	14.87
STAPLES INC	Office Supplies - file folders	100	2133	Office & shop supplies	23.57
STAPLES INC	Office Supplies - mechanical pencils	100	2133	Office & shop supplies	24.67
TILEVERA LLC	Francisco Blvd. E. at Grange Way Swr & Storm Drain Proj - reimb for safety loop detector repair at 2143 Francisco Blvd E dmgs during swr work	300	4337	Sewer Rep Richmond SR Brdg	125.00
US BANK CORPORATE PAYMENT	2020 Sewer Pipe Repair and Repl. Project, Phase 2 - extend encroachment permit # EP2101 for survey work by Kier and Wright	300	4342	2020-21 Sewer Improvement (f	246.00
US BANK CORPORATE PAYMENT	Collection System - chlorine neutralizer for use in water truck	200	2360	O&M - collection systems	235.34
US BANK CORPORATE PAYMENT	Office Supplies - postage for certified and registered mail to 265 Margarita Drive	100	2133	Office & shop supplies	16.08
US BANK CORPORATE PAYMENT	Office Supplies - postage stamps (2 books) for miscellaneous mailings	100	2133	Office & shop supplies	23.20
US BANK CORPORATE PAYMENT	Office Supplies - two computer monitors, surge protector, and headset for office staff	100	2133	Office & shop supplies	561.94
US BANK CORPORATE PAYMENT	Pump Stations - duct tape and electrical tape	200	2359	Maint- pump sta's & force main	32.14
US BANK CORPORATE PAYMENT	Telephone Service - wireless service for laptops and new WIFI hotspot from 7/21/21-8/20/21	100	2534	Telephone service	384.56
US BANK CORPORATE PAYMENT	Telephone Service - wireless service for laptops and new WIFI hotspot from 7/21/21-9/20/21	100	2534	Telephone service	266.07
US BANK CORPORATE PAYMENT	Training and Education - Pipeline Assessment Certification Program training for Senior Civil Engineer and Junior Engineer	100	2388	Training and education	1,075.00
US BANK CORPORATE PAYMENT	Training and Education - refund for online CIWQS training	100	2388	Training and education	-99.00
US BANK CORPORATE PAYMENT	Vehicles - car wash for vehicle #8190	200	2083	Parts and repairs vehicles	10.00
VERIZON WIRELESS(242395656)	Telephone Service - private IP addresses for the San Pedro and Peacock Pump Stations 9/18/21-10/17/21	100	2534	Telephone service	135.55
VERIZON WIRELESS(372347623)	Telephone Service - wireless service for laptops from 9/21/21 to 10/20/21	100	2534	Telephone service	266.07
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - pipe and other supplies for sump pump repair in valve pit at the Loch Lomond Pump Station	200	2359	Maint- pump sta's & force main	152.67
WATER COMPONENTS & BLDG SUPPLY	Pump Stations - pipe and primer for North Francisco Pump Station water line repair	200	2359	Maint- pump sta's & force main	71.36
WECO INDUSTRIES LLC	Collection System - adapter rods for power rodder	200	2360	O&M - collection systems	243.30
WECO INDUSTRIES LLC	Collection System - leader hose for vactor truck and rod guide hose for power rodder	200	2360	O&M - collection systems	2,470.84
WESTLAND CONTRACTORS, INC.	Woodland Ave, SIP - services from 9/01/21-9/30/21	300	4339	Woodland Pl/Ave & Octavia (8c	330,656.97
YACOBELLIS, DEBORAH	Consulting Services - sewer permit application Traktit enhancements programming payment for 7/15/21-10/21/21	100	2325	Consulting services	828.75
				\$	500,703.42



6.a.

**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 6.a.*

**DATE:** December 10, 2021

**TO:** Board of Directors, San Rafael Sanitation District

**PREPARED BY:** David Nicholson, Senior Civil Engineer

**APPROVED BY:** Doris Toy, District Manager/District Engineer

**SUBJECT:** Bayside Acres Beach Sewer Improvement Project Alternatives Presentation

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**INTRODUCTION:**

Staff has completed its assessment of the various alternatives for the Bayside Acres Beach Sewer Improvement Project and is now ready to present its findings to the Board and public. Mark Wilson, Nute Engineering, and I will be presenting. Staff has also invited Martin Rauch, Rauch Communication Consultants, Inc., to participate in meeting discussions, since they will be assisting the District with public relations services for this project. (Please see the attached proposal.)

**RECOMMENDATION:**

Consider the presented Bayside Acres Beach Sewer Improvement Project alternatives and provide feedback for presenting to the Bayside Acres Beach community in a town meeting proposed for January 2022.

**BACKGROUND:**

Within the Bayside Acres Beach neighborhood, there are approximately twenty homes located along the beach with addresses on Beach Drive, Oak Drive, Marine Drive, and Point San Pedro Road, where the dwellings sit between the street and the beach; and the street is at a higher elevation. The sewer laterals for the homes currently run downhill to the beach where the sewer main is located. This sewer was installed in 1972; and at that time, the high tides and sea level rise were not an issue. However, at present, this sewer infrastructure is not only within the tidal zone but is also subject to being permanently underwater due to anticipated sea level rise. At moderate to high tides, the manholes needed for pipeline maintenance access are underwater and their lids have corroded shut, completely precluding access. In addition, staff has noticed that several private laterals along the beach are exposed and are in poor condition.

In April 2020, the design staff, to include Nute Engineering, Prunuske-Chatham, Inc., and District staff, presented sewer relocation alternatives to the Board referred to as the Bayside Acres Beach Sewer Improvement Project. In that presentation, three general alternatives were presented based on the knowledge gained about the project sites and environmental permitting considerations at that time. The following alternative improvements were presented at that April meeting:

1. Replace the pipe in same alignment in the beach
2. Install District shared pump systems
3. Install private individual pump systems



Since then, more site information has been procured through additional site investigations, and more detailed knowledge has been applied to those alternatives. In addition, a fourth alternative was considered.

These continued site investigations included topographic and boundary surveys, assessment of potential new pump and pipe locations, and assessment of each dwelling's electrical panel and circuit capacity. With this knowledge, Nute Engineering and District staff were able to gain a better understanding of site conditions, which provided more focus and refinement of the original three alternatives. In addition, the gained knowledge afforded a fourth alternative to be considered. The refinement of these four alternatives was achieved by applying a specified set of parameters to each one to provide a consistent and objective feasibility comparison. The four alternatives are now as follows:

1. Replace the pipe in the same alignment in the beach
2. Install a new above-tideline sewer main along the Bay front
3. Install District shared pump systems
4. Install private individual pump systems

The evaluation parameters were as follows:

1. Project description (needed for California Environmental Quality Act – CEQA)
2. General design and construction logistics
3. Environmental permitting hurdles
4. An Engineer's cost estimate, broken-down into the following:
  - a. Design costs
  - b. Construction costs
  - c. Permitting costs
  - d. Easement procurement costs
5. Post-construction operations and maintenance considerations

### **ANALYSIS:**

The following comprises the alternatives analysis.

#### **ALTERNATIVE-1**

##### **– General Design**

This alternative leaves the existing sewer main and its infrastructure in place while replacing and/or rehabilitating the sewer main pipes, manholes, laterals, and two existing pump stations that the gravity system currently drains to.

##### **– Design and Construction Hurdles**

- Requires sheet pile cofferdam to be built to keep high tide and Bay water seepage out of the work area.
- As-built drawings revealed that the existing pipe is asbestos-cement pipe that is encased in concrete. This poses a considerable amount of additional work to jackhammer the concrete and to use appropriate methods for removing and disposing of the pipe, as it is considered hazardous waste.

- Heavy equipment is needed for excavation within the Bay. Access to the Bay will be difficult to impossible with limited access and with existing piers crossing its path. Trenching may require a barge-type excavator.
- One hundred percent (100%) of trench shoring will be needed due to expected saturated soil conditions. This poses addition time and costs to the project.
- All of the private laterals will need replacing, as it is believed that many of them are sources of I&I.

– Environmental Permitting Hurdles

- Likely to require permitting from US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish & Wildlife (CDF&W), and the San Francisco Bay Conservation & Development Commission (BCDC). Additionally, a coastal permit is likely needed from the County of Marin and possibly a building permit.
- Our environmental consultant advises that this alternative may also result in an Incidental Take Permit from CDF&W, triggering mitigation. This is anticipated to add time and costs.
- Categorized as Maintenance of Existing Facilities, we may attempt a Categorical Exemption under CEQA, but due to the invasive nature of excavation operations within the Bay, it will likely not qualify. This would result in the requirement of an Initial Study, which would most likely result in a subsequent Mitigated Negative Declaration. This would significantly increase the timeline and costs for the project.
- The federal, state and local permitting agencies have weighted into this being their least desirable alternative.

– Engineer's Cost Estimate

- The estimated design cost for this alternative is \$220,000.00. This includes the design of components in a marine environment, which needs to consider accelerated corrosion.
- Permitting costs are estimated at to be \$90,000.00. This includes the cost of an initial study, design and preparation of a Mitigated Negative Declaration, permit fees, and staff time.
- Construction costs are estimated to be \$2,928,000.00.
- The total estimated cost for this Alternative is \$3,238,000.00.

Considering annual operations & maintenance costs by the District for this alternative, the estimate is \$36,000.00 per year.

– Operations & Maintenance Considerations

- There is currently restricted beach access in both the north and south areas. From the south, the only viable access is from Beach Drive, and no maintenance apparatus can access the pipe or manholes. On the north portion, the only access without crossing over private property is from the north through Bayside Park, and measures will need to be taken for better accessibility, as the coastline is currently lined with large rock.
- The pipe is and will continue to be submerged under water at medium to high tides. That equates to several hours every day that the system will be inaccessible from the surface.
- Anti-corrosive materials will need to be used to avoid accelerated corrosion due to the marine environment.

- All of the above issues currently exist, which is one of the reasons prompting this rehabilitation. Generally, this alternative does not solve the existing maintenance issue.

## ALTERNATIVE-2

### – General Design

This design is proposed to construct a beam and pile structure above the high tide and along the Bay shoreline. The new sewer main would be suspended on this structure, and all the private sewer laterals will be connected to it, also needing to be above the high tide. For maintenance access, a catwalk will need to be added to this structure.

### – Design & Construction Hurdles

- Both the north and south bayfronts are within FEMA Flood Hazard Zones. The north is within a wave-action Velocity Zone (V-Zone) with a base flood elevation of 12 feet. The south area is within an A-Zone with a base flood elevation of 10 feet.
- FEMA requirements for coastal structures are pretty strict. Based on these restrictions, the beam structure will need to meet FEMA design parameters for coastal zones, and the sewer pipe will need to be above the base flood elevation (BFE). Per FEMA restrictions, this will require a pair of steel piles to be driven about 8 to 10 feet apart in order to affix the catwalk and pipe.
- Due to several of the private laterals being at a lower elevation, the sewer main would need to be placed below the FEMA BFE in order to maintain a gravity system.

Based on the above design and construction considerations, this alternative is determined infeasible on many levels, not to mention an eyesore along the bayfront.

## ALTERNATIVE-3

### – General Design

This Alternative comprises the design and installation of shared pumps serving one to four dwellings each. The pumps would be located to allow for continued gravity drainage from the dwellings to these pumps but will require pressurized pumping to the Oak Drive and Point San Pedro Road gravity sewer mains. The District will own and maintain the pumping systems and pressurized lines, but each property owner will be responsible for their gravity lateral, routed from their dwelling to the shared pump that serves them. (Sewer laterals are privately owned and maintained in our District.)

### – Design and Construction Hurdles

- Pumps will be required to be above the FEMA Flood Hazard Zone BFE or be flood-prone constructed.
- Seismic parameters will likely need to be considered for the pumping systems, thereby increasing the design and construction costs.
- This alternative would encounter access restrictions for construction equipment and processes from Oak Drive down to the construction sites.
- One snag to this alternative would be the need to acquire additional easements appurtenant to the District, and private easements between neighbors who share a pump. This is expected to increase the costs and timeline for the project overall.
- The existing pumps at Beach Drive and Bayside Park would continue to be operated for this alternative. This may require some system updating at both locations.

– Environmental Permitting Hurdles

- Permitting requirements for this Alternative would likely be minor. The new infrastructure would still be located in the BCDC's shoreline band jurisdiction, so a permit from that agency would still be required. However, the BCDC is primarily concerned with public access and aesthetics in the shoreline band; and this project would have no impact related to these parameters, so it could likely be permitted efficiently.
- Permits from the Army Corps, the Water Board, and Cal Fish & Wildlife will likely be required for decommissioning the old pipe infrastructure.
- This alternative will likely qualify for a Categorical Exemption under CEQA for minor improvements of existing facilities and for environmental enhancement associated with abandonment of the existing sewer main.
- Also, if the new piping can be attached to an existing structure, e.g., existing piers, they may be exempt from FEMA base flood elevation requirements.

– Engineer's Cost Estimate

- The estimated design cost for this alternative is \$249,000.00. This includes design of components in a marine environment, which needs to consider accelerated corrosion.
- Permitting costs are estimated at to be \$32,000.00. This includes the cost for preparing the Categorical Exemption and permitting applications to the BCDC for the new system and federal and state agencies for abandonment of the existing gravity system.
- Easement procurement costs are estimated at \$100,000.00. This would include survey plats, legal descriptions, land procurement, and staff time.
- Construction costs are estimated to be \$1,677,000.00.
- The total estimated cost for this alternative is \$1,990,000.00.

– Operations & Maintenance Considerations

- The marine environment will accelerate corrosion to metal components on the exposed portions of pipe.
- Maintenance equipment and apparatuses will be unable to access the joint pumps and most of the pipe. Maintenance staff will be required to seek other alternatives to maintain the pumps.
- Access to the pipelines and pumps would need to be 24/7 and would require maintenance personnel to pass through private property, requiring the District to acquire additional access easements from Oak Drive and Point San Pedro Road.
- Ongoing operation and maintenance for the two existing pump stations would likely be required for this alternative.

## ALTERNATIVE-4

– General Design

This alternative comprises installation of private sumps and pumps at each of the properties affected by this change. Each property will be converted to active private pressurized laterals routed to gravity sewer mains within Oak Drive and Point San Pedro Road. This alternative would include abandonment of the existing gravity system as well as removal of the two pump stations currently serving the neighborhood collection system.

– Design and Construction Hurdles

- For this alternative, we expect to start with the same basic design used for each private sump and pump but would likely require customized designs for the sump/pump



locations on each site, routing of the pressurized pipeline, and some electrical circuit/panel box upgrades.

- There may be some minor seismic design considerations, but we expect this to be limited to the sump design.
- Access to each individual property will be required for construction, but no heavy equipment will be needed to complete the system installation.
- For most of the sites, we have determined that an underground or understory sump would be feasible.
- Sump venting has been inquired about with some of the property owners. Although this poses no challenge for most of the sites, a few may require more creative venting due to site constraints.
- Likely to be exempt from FEMA and BCDC requirements, as this would be considered minor improvements.

– Environmental Permitting Hurdles

- It is not likely that the BCDC would require permitting, as they are mostly concerned with bayfront public access and aesthetics. Since each sump and pump system will be either underground or tucked under an existing deck, there would be no bayfront access impediment nor any changes from the existing aesthetics.
- Minor permitting would likely be required from the USACE, RWQCB, and CDF&W but for the decommissioning of the existing pipe in the Bay. Of all the alternatives, this permitting is expected to be the least costly and to take the least amount of time to procure.
- Building permits for each individual dwelling may be required from the County.
- With respect to applying CEQA on this alternative, it would fall under a Categorical Exemption mainly for decommissioning the old system and would likely qualify under maintenance/removal of existing facilities and/or environmental restoration.

– Engineer's Cost Estimate

- The estimated design cost for this alternative is \$251,000.00. This includes design of components in a marine environment, which needs to consider accelerated corrosion.
- Permitting costs are estimated at to be \$32,000.00.
- Construction costs are estimated to be \$1,356,000.00.
- The total estimated cost for this alternative is \$1,607,000.00.

– Operations & Maintenance Considerations

- After installation, the operations and maintenance of each individual pump system would be handed over to each property owner it serves. This would include the sump, pump, pressurized lateral, transition to gravity lateral, and connection to the sewer main within the property's fronting street.
- The sewer easement for the existing bayfront pipeline can be abandoned and no other easements would need to be acquired for the Districts benefit or between property owners.
- This alternative would include removal/abandonment of the two existing pump stations at Beach Street and Bayside Park and all of the existing infrastructure along the Bay, to include manholes and pipelines.
- The District will continue to maintain the existing gravity main lines in Oak Drive and any new main lines installed in Oak Drive and Point San Pedro Road.

**FISCAL IMPACT:**

The fiscal impact to the District will be determined at a future meeting. It will be based on the selected alternative and the determined dollar amount or portion of each party's responsibility for the design, construction, and maintenance of the selected alternative. The following is a summary table of the four alternatives.

**Table 1. Bayside Acres Sewer Replacement Alternatives Summary Table.**

Alternative	Description	Time Element	Cost
		years	
1	Existing System in place	3 to 4	\$3,238,000.00
2	Beam & Pile w/Cat-Walk	-	Infeasible
3	Shared Pump System	1 to 2	\$1,990,000.00
4	Individual Pump System	1 to 2	\$1,607,000.00

**ACTION REQUIRED:**

This report is presented to the Board as information only. No action by the Board is required at this time.

Attachment: Proposal from Rauch Communication Consultants, Inc., dated Dec. 3, 2021

**Dynamic Public Outreach, Smart Strategic Planning***For local governments, special districts, and the engineering, environmental and law firms that support them.*

**DATE:** December 3, 2021 **NO OF PAGES:** 33  
**TO:** Doris Toy, District Manager  
**FROM:** Martin Rauch **RE:** Public Relations Services for Bayside Acres Sewer Main Rehabilitation

## **1. Cover Letter**

This document is a proposal to provide public relations services for the Bayside Acres Sewer Main Rehabilitation Project.

### ***Summary of Our Understanding of the Project***

This project involves twenty homes fronting the San Francisco Bay that rely on a gravity operating sewer collection system residing underground along the shore. It is corroded and can't be inspected, rehabilitated, or maintained without a major effort and change. The District has developed four options for bringing the sewer lines up to the street or securing it along the Bay and is seeking outreach support to help work with the community to find out which alternative is favored, select an option, provide updates during construction, and proactively anticipate, present, and resolve public outreach issues during the project.

### ***Briefly Introduce our Team***

**A highly experienced and skilled partner to work with you.** Rauch Communication Consultants (RCC) has decades of experience successfully helping special districts with public relations and community outreach services.

**Martin Rauch is President of Rauch Communications Consultants (RCC).** Martin Rauch has 30 years' experience leading public outreach programs for special District's throughout the State. He is a well known instructor at statewide trainings and conferences on public outreach.

**Lynda Boyd, Project Administrator (Staff).** Lynda has worked for Rauch Communication Consultants for 20 years and has managed countless projects on a daily basis. She manages all the production for Rauch Communication Consultants, coordinating the writing, printing, and mailing of materials, setting up schedules and coordinating project team activities to keep projects moving smoothly and on-schedule.

**Alex Hulanicki, Consultant (affiliate).** Has decades of experiences as a newspaper editor and reporter, public outreach consultant and campaign consultant.

**Viveca Hess, Social Media Lead (Affiliate)** Viveca has helped modernize and update media platforms for private and public sector interests by utilizing her fluency in Twitter, Facebook, LinkedIn, YouTube, Foursquare, Blogs, Excel, PowerPoint, Word, Photoshop, Analytics, Constant Contact, WordPress, along with various webinar programs and mobile applications.

**Mike and Jay Zeballos, Webmasters, (Affiliates).** Mike and Jay have extensive experience with all aspects of web design and development, with a special expertise in meeting the needs of public agencies. Jay and Mike are technically expert with extensive programming capabilities and the ability to implement any web-based program, survey, forms, or features..

**Chris Crimi, Graphic Design, (Affiliate).** Chris has over three decades experience producing graphic materials from simple reports to full-color brochures, web graphics, displays, posters, newsletters, and

slide presentations. During his career, he has produced excellent designs for clients like Apple Computer, KLA-Tencor, Santa Clara Valley Water District, and others. He has worked with RCC on hundreds or even thousands of public outreach projects for two decades, bringing a high degree of graphic sophistication to every piece he works on.

***Proven approaches and strategies.***

Because the focus of the program is on twenty homes, some of the work will be conducted person-to-person to build a direct bridge between the homeowners and the project. At the same time, more traditional outreach will also be conducted. Over the decades, we have worked with sanitary agencies just like yours to build public understanding and support for our clients and to advance their programs, including sanitary service project, program, rate, and crisis and emergency. We have proven approaches and strategies to resolving them and applying them to the specific details, communities, and personalities within your service area.

***Here's why San Rafael Sanitary District would be well served by RCC:***

In-depth public engagement program experience, across hundreds of projects over almost 50 years.

Deep understanding of sanitary service. Virtually all our customers are either sanitary or water districts. We have deep and wide knowledge and experience with most aspects of sanitary services.

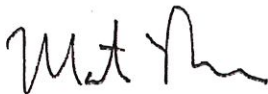
Local and regional experience, We have served most of the sanitary district's in Marin County, including SRSD and the City of San Rafael. We work almost every day on a Marin County project and have done so for years.

We know special districts. We focus on special districts and understand special district governance, finance, operations, community relations, and the many issues faced by them.

We have worked with over 225 Special Districts. We are faculty for the California Special District Leadership Academy and teach regularly at statewide conferences on public engagement.

Cost effective and targeted to meet your needs. We tailor our work to focus specifically on providing only the help your District and your customers need.

We look forward to working with you on this critical project.



Martin Rauch, Principal Consultant

Authorized to negotiate a contract for the proposed services on behalf of the team.



## 2. Project Understanding and Key Issues

### *Our Understanding of The Community And Issues Facing The Ratepayers.*

Below are key elements that we took into account while planning this proposal.

**Motivated engaged community that directly impacts them.** Perhaps the most important issue with this project is that it directly affects the involved people. Depending on the solution, it may cost them money to maintain the pump, some of the work with the laterals will be in their yards, or visible in or near the Bay. It is likely that few of the people will be indifferent: we can expect a variety of strong opinions and strong engagement by at least some of the participants.

**There are likely to be a variety of opinions on what is the best approach.** The RFP outlines four potential solutions. Depending on one's perspective, there may not be an agreed upon right approach. The advantages for the District don't necessarily align with the advantages for the homeowners. And, different homeowners could reasonably have different preferences.

**The core impacts are on very few people.** There is some likelihood that interest, concern and impact of this project will be limited to the 20 directly impacted families. That is an easy scale to manage in terms of communication. However, if the project were to become controversial, attention to it could spread to the wider community so the project needs to be prepared to deal with that.

**This could escalate.** As mentioned above, sometimes a local issue escalate to an issue of broader concerns. We propose to proactively prepare for this eventuality. We have extensive experience working with controversial projects that are receiving a lot of attention and heat.

**This is a smart and beneficial project that will be supported by most people.** Rehabilitating or replacing an aging, corroded sewer pipe in the Bay decreases the chance of sewer spills and overflows in the Bay — something virtually (or literally) everyone in a community would want. In addition, the District has been very proactive and open in working with the community which would likely be viewed positively by a majority of your constituency.



### 3. Project Approach and Scope of Work

#### 3. APPROACH

##### **Approach**

Our initial approach to this project has three elements: 1) engagement with the community during the decision-making phase, 2) The Customers is Boss -- Construction Outreach Approach that Works, and 3) outreach to the larger community throughout. Below is a preliminary approach that will be fully reviewed and updated as appropriate if we are retained for this project.

##### **1. Engagement with the Community During the Decision-Making Phase**

Identify decision-making boundaries: In the RFP, the District outlines four alternatives for rehabilitating the sewer system. In choosing one over the others, the District may face quite a number of factors to consider. For example:

- Regulatory requirements
- reliability
- cost of construction
- cost of monitoring / maintenance
- potential for a spill and environmental and public health impacts
- timing
- whether one solution or another is better or worse for customers not in the neighborhood
- what people in the neighborhood that are directly impacted prefer

When these and other parameters are taken into account, one or more of the four alternatives may be better or worse than the others, or perhaps not feasible. Before going to the public, we need to develop a clear understanding of the boundaries that exist in the District's decision-making, what is doable and not, so that we don't present options that we know can't or won't be picked by the District. We also need to make clear what role the public has in the decision-making process and how it fits within the context of all the other decision-making factors.

Identify what parts of the project are open to input and where the District does not have flexibility. For example, I would guess that the District must rehabilitate the sewer, so a "no project" is not a feasible alternative. Further, perhaps having a sewer in the Bay may not be tenable from a regulatory and risk perspective. As a result while it is a potential alternative it may not be a realistic one. Note: this is just a for instance -- the point is to clarify these types of issues up front so we can define the boundaries of the decision-making process to the public.

Provide a preferred alternative or ranking to simplify the decision-making process. The BAYSIDE ACRES BEACH SEWERS Sewer Relocation Alternatives PPT from April that was distributed with the RFP provides three alternatives each with advantages and disadvantages for the homeowners and District. There are a total of 25 bullets there, which implies about 33 or more bullets if the four alternatives in the RFP were treated similarly. Comparing 25 advantages across four categories of advantages and disadvantages and three alternatives is difficult. At minimum, we suggest working with the District to develop a ranking process or matrix, or even better, a preferred alternative as a single starting point for discussion. In this case, we would show all four potential alternatives, explain them, and explain why the District is proposing a preferred alternative. In reality, while the discussion may not be easy, it appears there may be relatively few real choices: notably are pumps owned and maintained by the District or the homeowners.

## **2. The Customer Is Boss – Construction Outreach Approach That Works**

*Neighbors of construction projects want projects to be run efficiently and safely. They don't want unexpected nuisances, and if they do have questions or concerns, they want to be handled quickly and with care. In other words, they want good customer service. Any member who encounters the public should use the following guidelines:*

- **The public is both customer and bill payer.** They are therefore very important. This project is being constructed for one reason - to meet customer (citizen) needs.
- **Common courtesy.** All we have to do is imagine we live near the project and ask ourselves how we would like to be treated.
- **Be timely.** When people call, ask a question, or need something, it should be done as close to immediately as possible.
- **Give more than people expect.** Because the public has a generally dim view of local government, any effort to do more than the minimum is noticed, appreciated, and remembered.
- **Communicate.** The public wants to receive timely information that allows them to understand what is going on. They want to know what the inconveniences will be in advance, and why they must be endured. They want to know where to go to get their questions answered and have their project related problems solved.
- **A personal touch is worth a fortune in media.** Calling people in heavily impacted areas by phone, knocking on doors, and hand delivering door hangers is very effective when appropriate.
- **Find a way to say yes unless it is patently unreasonable to do so.** Generally, it is more effective to make people happy than to get involved with a petty dispute.
- **Replace daisies with roses.** If someone complains about dust, sweep his or her driveway.

### **The Neighborhood Liaison Is Key Contact With Public**

*There should be someone named as responsible for communicating with the public, answering questions and responding to complaints. This is often an inspector, or onsite project manager. The person may work for the City, the contractor or project manager if there is one. The Neighborhood Liaison will be responsible to meet public needs, and answer questions. This person must have a desire to serve the public and have authority to take action when necessary. He or she is responsible for:*

- **Responding quickly.** The Neighborhood Liaison will ensure that customer needs are responded to promptly, and for following up to make sure complaints and questions are settled.
- **Keeping the Buck.** The Neighborhood Liaison will ensure that actions by the contractor or others in response to customer complaints are completed fully and in a timely fashion, and to check with the customers that they are satisfied and that the job is closed.
- **Serving the public.** The Neighborhood Liaison or appropriate construction supervisor or inspector should be on-site and available much of the time, and should carry a cell phone. A backup should be named and available when the primary person is unavailable.
- **Informing in advance.** The Neighborhood Liaison will ensure that all residences and businesses that will be impacted by a particularly noisy or dusty job, or one that will continue after normal work hours, are informed in advance and kept posted of progress.



- **Keeping informed:** The Neighborhood Liaison will ensure that the media, emergency services, transit agencies, etc., are alerted to changes in traffic routing, and interruptions in traffic flow and access.
- **Reviewing the call log and calling back citizens.** The Neighborhood Liaison will ensure that all who call are responded to promptly. The goal is to return calls the same morning or afternoon that they are received.
- **Maintaining log and carrying a camera.** The Neighborhood Liaison will ensure that all contact with the public is recorded, including time, date, and name of person, summary of conversation, photos if appropriate. If the observer is too busy or disinclined to write thorough notes, he or she should dictate to a recorder and have the notes transcribed. The manager will ensure that workers are asked to report any conversations or interactions with the public including when and where notices are made, placement of signs. Repairs and cleanup in response to customer complaints should also be noted. The log should be sent to the Outreach consultant every close of working week.

There should be a few personal visits and calls as appropriate to introduce the Neighborhood Liaison to key people. Employees, consulting engineers, subcontractors and others involved in the project, should all be briefed on the role of the Neighborhood Liaison and the importance of informing him or her of any public comment or concern.

When it comes to public satisfaction, the Neighborhood Liaison is of critical importance. The public outreach program would help by providing periodic handouts, web updates, etc. to keep people up-to-date.

### ***3) Outreach to the larger community throughout***

This project is an example of the District proactively protecting public health and the Bay environment by resolving a potential break or spill before it happens. In addition, it demonstrates the District's sensitivity to customer needs by the way it is reaching out to and engaging with the neighborhood. A project like this deserves to be covered in whatever are the normal outreach methods for the City — web, newsletter, social media, press release, etc. In addition, it is important to have some information about the project out in the community in the event this project escalates to a broader awareness. In this case, it would provide some initial context for building and maintaining public understanding and support.

### 3. SCOPE OF WORK: WHAT WE PROPOSE TO DO

An early task of this project is to develop a detailed outreach plan. It will be implemented flexibly as needed to help move the project forward to completion. Below is a description of the program elements that we expect at this point. The assumption is for a total program time of 8 months. Some of the outreach actions may not be needed.

**Element 1. Research and Information Gathering.** A typical first step is to gather necessary and relevant information: reports, examples of public outreach documents, a briefing on key programs and projects, and a tour of the District. We will also conduct an audit of existing communication assets and review of stakeholder individuals and groups.

**Element 2. Develop Approach and Engagement Plan** (Fulfills RFP Task 1 review PR approach and RFP Task 2 provide a PR approach). With the research phase completed, we will formulate a detailed outreach approach (that also provides feedback on the current approach), plan, and timeline that aligns with key project timelines: design, engineering, approvals, construction, etc. The consultant is available to participate in the December 10<sup>th</sup> Board meeting.

**2.1. Develop Clear Narrative Messaging.** One of the early needs is to develop a clear narrative that outlines the issues and the District's initial approach in single-page, paragraph-length, and couple-sentence-length versions. The narrative states the program's key messages and themes: what one would tell an interested customer, stakeholder, or reporter if one had only seconds or a minute or two to present the issues. The narrative must be simple, clear and be easily remembered and repeated without notes. It starts with the problem(s), has a middle (describing the process) and a proposed end (the program implementation). If the public does not understand and accept the beginning of the story (the problem), they will never support the end (implementing the solution). The clear, straightforward narrative carries the program forward and can be expanded with factual detail (legal, technical, regulatory, financial) when appropriate. All communication is built on this evolving narrative message. The factual, technical details support the message rather than the other way around.

#### **Element 3. Implement Public Engagement Plan**

RFP Task 3, identify and implement solutions for communication challenges is fulfilled by implementation of the engagement plan [below] and by our approach which is described on page 4. "1. Engagement with the Community During the Decision-Making Phase."

The details of the implementation plan will be developed over time. Below are EXAMPLES of elements that MAY be implemented:

**3.1. Develop summary document / survey/ community forum invitation.** And initial step would be to develop a brief document that summarizes the key elements of the project and invites neighbors to a community meeting. The summary document would include an invitation to the community forum and a survey that could be completed on paper for those who need it and there would be a link (QR code) for those who want to complete it online.

**3.2. Distribute the summary document / survey / community forum invitation by hand.** Fulfills RFP Task 4, survey). We proposed to walk the neighborhood one late afternoon or Saturday, perhaps with a District staff member. If the resident is home we would introduce ourselves and chat briefly if they are interested. This is an opportunity to get to know people in person and build some familiarity and trust. We would also email the same materials for those we have email information for.

**3.3. Hold a Community forum.** Ideally this would be in person but it could be virtual if needed. Fulfills RFP Task 5 set up and support forums). We would help design and develop every aspect of the meeting and facilitate it (the space to be used, timing, audio-visual, presentations, summary of the survey, invitations,



facilitation, summarizing notes from the meeting, etc). We have facilitated hundreds of successful meetings of all types over many years. This would be an opportunity to provide a full outline of the District's proposed project: We would answer questions and take input. We would probably hold some facility exercises to gather input and key areas that are open to change.

**3.4. Dedicated web page with up-to-date information (update 8 times).** *The items below fulfill RFP Task 6 inform the public with project status and updates).* We propose to maintain a web page with the latest information on the project, project documents, sign up for email updates, contact information, etc. Our team includes a skilled webmaster that can help post as needed.

**3.5 Social Media (one time per month).** We propose to work with the 20 residents directly through door hangers, emails, texts, and a dedicated web page. We propose to utilize the District's normal communication channels, including the City Facebook page to communicate basic information about this project to the wider community. This would consist of a handful of posts just giving the good news that the District is proactively resolving the issue of having an old sewer pipeline in the Bay and working closely with the community on construction and implementation details. This would pair with a few press releases, enews notices if the City has one, etc. The goal is to build some basic community understanding and support for this issue and to have experience with the District and City implementing outreach. If there were a need for more active community outreach, we would be prepared. NextDoor is another option for engagement, Twitter, or any other media the District regularly uses. We have a dedicated social media expert on our team.

**3.6 Email list development and simple e-newsletter (8 editions).** We would develop a simple enewsletter to provide updates to the neighborhood and interested individuals. A mailed version would be available for those who need it.

**3.7 General Outreach.** As mentioned earlier, we would provide basic updates and outreach on the project using typical tools of the city: This includes two press releases and some additional scope as needed.

**3.8 Fact Sheets, Question-and-Answer Sheets (1).** These elements provide additional detail to the public about particular issues. We may provide fact sheets or question-and-answer sheets as needed on pertinent issues raised by the public. These can be adapted to a variety of electronic and hard copy formats.

**3.9 Customer Contact Tracking Log.** It is helpful to have a customer contact tracking log to track all customer contacts and comments from social media, phone calls, meetings, etc. This is used to ensure quick, consistent, and effective response to public comments and questions. It also can be used to step back and improve understanding of the response. This would be maintained through the construction phase and is usually controlled by the District and later the contractor

**Element 4. Construction Outreach.** The details of the implementation plan will be developed over time. Below are EXAMPLES of elements that MAY be implemented:

**4.1 Develop materials to support construction outline.** Develop small portable signs that are permanently on site with the name of the project and providing key contact information for the project, Business cards that can be provided to onsite workers to share with neighbors who have questions or issues, maintain website with updates and provide periodic email or mailed updates as described above.



### 3. COST PROPOSAL

This is a not-to-exceed, time and materials proposal for \$38,975. This represents what we consider a full-scale effort for outreach to meet the scope as described in the RFP. This encompasses the local outreach needed and provides wider outreach to lay the groundwork for a more extensive program if needed. As we implement the program, it may become apparent that much less scope is needed. We believe that the final actual cost could be between \$20,000 and \$25,000.

San Rafael Sanitation District (expenses are in parenthesis)	Senior Consultant	Web master	Graphic Design	Media / Writing	Social Media	Project Manager	Material Expenses	Subtotal
	\$225	\$115	\$115	\$75	\$105	\$75		
Hours	16	0	0	0	0	1	0	17
<b>Element 1. Research and Information Gathering. One in person kickoff meeting. (Travel)</b>	\$3,600	\$0	\$0	\$0	\$0	\$75	\$200	\$3,875
Hours	10	0	0	4	4	3	0	21
<b>Element 2. Develop Approach and Engagement Plan (detailed analysis and plan, timeline, who is responsible, how monitor and evaluate, etc.).</b>	\$2,250	\$0	\$0	\$300	\$420	\$225		\$3,195
Hours	5	0	0	2	1	1	\$0	9
<b>2.1 Develop Clear Narrative Messaging</b>	\$1,125	\$0	\$0	\$150	\$105	\$75	\$0	\$1,455
Hours	10	0	6	2	1	1	0	20
<b>3.1. Develop summary document / survey/ community forum invitation (survey monkey, print invitation)</b>	2250	0	690	150	105	75	\$500	\$3,770
Hours	6	0	0	0	0	1	0	7
<b>3.2. Distribute the summary document / survey / community forum invitation by hand (Travel and print document)</b>	\$1,350	\$0	\$0	\$0	\$0	\$75	\$200	\$1,625
Hours	18		0	4	2	2		26
<b>3.3. Hold a Community forum. Ideally this would be in person but it could be virtual if needed. (refreshments, handouts, travel). We presume that the City has a location with audio visual)</b>	\$4,050	\$0	\$0	\$300	\$210	\$150	\$400	\$5,110
Hours	8	6	0	8	2	4		28
<b>times).</b>	\$1,800	\$690	\$0	\$600	\$210	\$300	\$0	\$3,600
Hours	4				24	6		34
<b>3.5 Social Media (graphics and boosting)</b>	\$900	\$0	\$0	\$0	\$2,520	\$450	\$200	\$4,070
Hours	12	0	16	8	0	4		0
<b>3.6 Email list development and e-newsletter (8 editions). (enews service)</b>	\$2,700	\$0	\$1,840	\$600	\$0	\$300	\$100	\$5,540
Hours	12			8	0	4		24
<b>3.7 General Outreach. Most of this scope is covered in other categories except for two press releases. These hours are as needed.</b>	\$2,700	\$0	\$0	\$600	\$0	\$300	\$0	\$3,600
Hours	3			2	0	2		7
<b>3.8 Fact Sheets, Question-and-Answer Sheets (1).</b>	\$675	\$0	\$0	\$150	\$0	\$150	\$0	\$975
Hours	4		4	0	0	4		12
<b>4.1 Develop materials to support construction outline. Portable sign, business cards (print and deliver signs and business cards)</b>	\$900	\$0	\$460	\$0	\$0	\$300	\$500	\$2,160
<b>HOURS</b>	108	6	26	38	34	33		
<b>TASK 3 ROUGH ESTIMATE FOR DECISION-MAKING</b>	\$24,300	\$690	\$2,990	\$2,850	\$3,570	\$2,475	\$2,100	\$38,975

It is important that a program of this sort be flexible to respond to the needs of the community. Therefore, the deliverables, quantities, and hours are estimates designed to give an initial scope of the effort. The specific deliverables may change and the amount of time for each deliverable may also change depending on the evolving needs of the District and the public it serves.

**Current Rates.** Outreach and public involvement programs rate for the senior consultant (Martin) is \$225 per hour. Webmaster (Mike and Jay) \$115/hour. Graphic Design (Chris) \$115/hour. Media Consultant and Writing (Alex) \$75. Social Media (Viveca) \$105. Project Manager (Lynda) \$75).

**Travel and Expenses Additional.** Material expenses, including, travel expense (transportation and lodging), printing, shipping, and sales tax are estimated in the quote above and will be and will be passed on at cost. Car mileage is at the IRS California rate at the time or actual rental car cost plus fuel. For meetings involving travel, the minimum charge is four hours..



## 4. Statement of Qualifications

### 4A. PROPOSERS EXPERIENCE AND HISTORY IN PERFORMING THIS TYPE OF WORK

#### *Decades of Experience*

Rauch Communication Consultants has been working with special districts across the state for fifty years, supporting projects like this. We have deep and wide experience with virtually every type of outreach issue and need. These examples include all the elements of this project: reviewing project designs with communities, proactively resolving issues, gaining community understanding and support, and excellent construction outreach.

#### ***Sacramento Regional County Sanitation District. Facilitated major change in a project leading to public support.***

TWO MILE LONG 90" DIAMETER TUNNELED WASTEWATER INTERCEPTOR WITH 11 MANHOLES +

TWO-MILE, 90" DIAMETER SEWER INTERCEPTOR AND TWO MILE LONG ROADWAY IMPROVEMENT AND WIDENING PROJECT FROM TWO TO SIX LANES

A wave of animosity and mistrust arose in the public during the CEQA and design phase of the agency's multi-year plan to build a large diameter (12 foot), pipeline through a residential community. The project was frozen by opposition when RCC was retained to provide improved and proactive public engagement to other public agencies, local schools, churches, businesses, homeowners, and others. The result was to reopen lines of communication and build trust with the public. In response to public input, the sponsoring agency came to an agreement with the community to build a the first segment of the project by tunnel rather than open trench and then build the next trenched section at the same time to decrease the overall impact on the community, keep the project on schedule, and lower costs. The community accepted the project, which was completed successfully.

RCC's outreach program was designed to rebuild lines of productive communication and trust, and then provide excellent customer service during the construction phase. We worked closely with the construction management company, the contractor and SRCSD to implement the program. The two-year \$17 million project was completed without public incident and with positive press coverage. Project is complete.

In exchange for tunneling the first section of the interceptor, RCC helped arrange and agreement with the community to run two segments of the Interceptor simultaneously saving time and money on that segment and getting the overall project back on schedule. Both were approved and ran smoothly.

Elements of the two interceptors and road way improvement program included:

- One-on-one personal contact with neighborhood activists, local government agencies and businesses.
- Promoted, organized and facilitated public meetings.
- Publication and mailing of informative newsletters to all residents and business.
- Project signage for roadways and pedestrians.
- 12 custom fact sheets detailing phases of the project. The fact sheets were available near the construction site and were mailed and hand delivered to homes within sound or hearing range.
- Press support and management.
- Coordinated development of a crisis plan.
- Developed a detailed script used by the 24-hour answering service phone hotline.
- Monitored contact with the community through a single contact database. Monitored the database with the Ombudsman to make sure all issues were resolved and closed.

- Assisted with press management by developing talking points, providing interview coaching for team members, writing press releases and developing interview opportunities and press tours.
- Plan for special public ceremonies at end of construction phase.

*"There are a lot of public relations firms that put out nice newsletters and send out standard public information materials. But in a tough situation, I want to have Rauch Communication Consultants on my side.*

*You were always looking ahead, working to solve problems before they occurred. You were also willing to challenge project decisions when you thought we were going in the wrong direction. You gave us insight into people, and used a bulletproof process to track all the details and complicated interactions between the project team, policy makers and the public..."* **Meredith Husted**  
**Sacramento Regional County Sanitation District**

#### ***Arcade Water District. Water System Master Planning. and Construction.***

OVER \$70 MILLION IN WATER SYSTEM IMPROVEMENTS, INCLUDING 25 MILES OF TRANSMISSION MAINS, 3 MILES OF CONNECTING MAINS, 20 MILES OF DISTRIBUTION PIPELINES, A 5-MILLION GALLON WATER STORAGE TANK AND 30 WELL / PUMP STATIONS

Worked with client on major master planning effort, pre-design, and design through construction. After extensive public engagement in the redesign for over two years, the public accepted the Master Plan and the steep required rate increases to pay for the work—100% rate increase the first year followed by four 25% rate increases in following years.

- Produced, printed and mailed quarterly newsletters.
- Formed and facilitated meeting of Citizens Advisory Group resulting in strong support.
- Planned and conducted public meetings.
- Planned and facilitated smaller meetings of stakeholder groups.
- Produced reader-friendly overview of the engineering, environmental, and financial reports.
- Provided construction assistance including planning, development of signage, work protocols for the contractors and the inspectors, publishing of newspaper updates, etc..

***Cambria Community Services District. Win Public Advisory Election Approving Development of Desalination Facility.*** Facilitated a lengthy series of meetings of a committee of 25 stakeholders on a contentious community issue that had previously resulted in election losses for the local water agency. Developed consensus on the project that later won a majority election victory.

- The client had suffered two election defeats in its attempts to develop a new water supply for the community. Worked, with engineer and client to redesign a desalination facility and develop community support. Project completed with 68% public election victory
- Formed and facilitated large citizens advisory group of over 20 members culminating in a strong endorsement to move forward with the project.
- Planned, organized and facilitated public meetings.
- Assisted with conceptualizing, writing and editing of project newsletters.
- Developed and updated presentation for community groups.
- Strategized with client and engineer on how to move the project forward.
- Worked with legal and election consultant on content and language for ballot.



***City of Santa Barbara. Work with City and public to develop an acceptable plan to cover a reservoir. This project started after a boil order caused public concern and required a major response from the City.*** The project involved covering a formerly open reservoir in an area with high fire danger and lots of community concern and engagement through the CEQA, design and construction periods. Facilitated a series of stakeholder's meetings on options and limitations for covering the reservoir. It resulted in consensus on options for a solution, followed by an extensive outreach program and unanimous approval by city officials without appeal or lawsuit. This project involved focus groups, facilitating a citizens committee, close work with neighbors and interested parties, etc.

***Casitas Municipal Water District Fish Ladder.*** The District was required by regulators to build a Fish Ladder to protect endangered steelhead. There were extensive efforts during the CEQA and design phases by differing groups both in support and opposition—a couple of hundred upset people attended one public meeting in this small community. The concerns focused around how to share the limited water supply among fish, agriculture and urban uses, costs and more. After a long and extensive public engagement program a compromise solution was found, and the project was completed.

***Respond to Social Media Attack at Nipomo Community Services District.*** Well after midnight one night, a famous environmental activist attacked one of our clients on their social media accounts regarding fluoride in a project's water supply. Hundreds of people quickly jumped in with negative attacks on the District and there was a media field day with negative television coverage on several challenges, negative newspaper coverage and unrelenting attacks on social media. Our social media expert and senior consultant worked with their staff every day, practically around the clock determining how to respond in all media venues. Within a few weeks the wave of attacks was subsided, and the District was able to return to business and complete the project.

***Helping a District Under Siege Complete a Major Project and Maintain Public Understanding and Support.*** For several years as the district planned, conducted CEQA, and approved a new treatment plant, the Sanitary District was under near daily attack. The primary source of contention was a public controversy over transferring public agency staff to a private contractor that would operate the District's treatment plant. The District endured a constant stream of negative headlines, opponents at every Board meeting, flurries of threatened and actual lawsuits, a referendum opposing the District's decisions, and was beset by many additional challenges that were amplified and made worse by opponents of the District's plans:

Rauch Communication Consultants helped the District carry out intense outreach through that several-year period of difficulty, and successfully complete a CEQA process, engineering design, rate increases, through construction and operation of the treatment in the early 2000s.

During and after this period, there was close work with neighbors that lived adjacent to the treatment facility to resolve odor control issues.

Our work with the District continues with an outreach program that has supported the District through virtually every type of routine and crisis management — successfully helping the District emerge with a strong and positive image.

Every form of outreach was used, including: speakers bureau, mailed and emailed newsletters, videos, press support, direct outreach to stakeholders (special letters, mailings and e-mailings to key stakeholders, one-on-one discussions with key individuals); participate in community events, school outreach, web updates, social media,, and more.

The result: even during the period of crisis challengers describe the district as running smoothly, of being fiscally sound and offering good value. Today, the District is well respected and working smoothly.

***EXAMPLES OF EXPERIENCE: Bringing Together Parties Together:***

This project is not primarily a facilitation project. But it will require some facilitation with the community. Rauch Communication Consultants LLC (RCC) is skilled at bringing together parties with different interests and perspectives, working with them to resolve difficult situations, and assisting in the resolution of conflicts. Some examples of our experience follow:

- **Monterey Regional Water Pollution Control Agency and Marina Water District.** Helped to resolve issues surrounding a joint project to develop a recycled water marketing distribution program, along with related issues. Several workshops were conducted with representatives from both Boards, legal counsels, and general managers.
- **Conjunctive Use Working Group.** Worked with dozens of water agencies and stakeholders about use of vacant storage space in the Central and West Coast Basin of Los Angeles County. They did not reach full agreement but identified many potential joint projects that have been used over time. Funded by the State Department of Water Resources.
- **San Diego County Water Authority Water Storage Plan.** Facilitated monthly discussion meetings with over 20 water agencies and the Water Authority in developing a countywide water storage plan. Relationships among the players were difficult initially, but we successfully reached consensus on a plan.
- **Big Bear Municipal Water District and San Bernardino Valley Municipal Water District Legal Dispute.** Facilitated a solution to a long-simmering water dispute following years of court fights in a single Board-to-Board meeting.
- **Three Valleys Water District Regional Water Supply Plan.** Assisted agency to begin building consensus on regional conjunctive use plan with numerous member agencies. Involves, strategizing, planning, communicating, facilitating both internally with the Board and externally with member agencies and the press.
- **Friant Water Authority.** Worked with this large Board of 23 that were divided into many camps and subgroups and becoming near paralyzed with dissension. We helped them to rebuild the group from the ground up with new governance, new CEO and a strategic plan that is being implemented. The organization is now flourishing.
- **San Luis Delta Mendota Water Authority.** This large Joint Powers Authority was struggling to function effectively as it lost key executive staff and there were disagreements and lack of consensus on the Board on how to move forward. An extensive strategic planning process rebuilt consensus on the way forward, including the hiring of new executive leadership. The Board and staff leadership are moving forward strongly and effectively under the new consensus.
- **Kern County Water District Strategic Plan.** Developed a complete strategic plan for a regional water agency working with a large and sometimes contentious group of member agencies.
- **Big Bear Municipal Water District and San Bernardino Valley Municipal Water District Legal Dispute.** Facilitated a solution to a long-simmering water dispute following years of court fights.



## **EXAMPLES OF EXPERIENCE5. What Our Clients are Saying About Us**

*Throughout the project, your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident. In addition, your project management skills and ability to juggle multiple deliverables at once is commendable.*

*Several aspects of the outreach program bear your signature mark. One is the customer service log that you so diligently championed and utilized as vital input to the program. The other is the series of community forums for which you so ably prepared Mike and me. Another is the final customer newsletter that received commendations across the board from our Directors, staff, and customers.* Betty Burnett, AGM, South Coast WD

*"Thank you...for a fine overall public relations campaign...on the very complicated and political education process concerning our water needs and needs for steelhead fish. Your media outreach, organizing large public meetings, support materials, letters, press release, and newsletter all helped to positively change the public attitude about water in the Ojai Valley and west Ventura County."* Chuck Bennett, Director, Casitas Municipal Water District

*Rauch Communication Consultants Inc. has been in charge of the public outreach for Novato Sanitary District for the past six years. Over that time, they did the outreach for our \$90 million wastewater treatment plant upgrade project and the rate increase to fund the project. In both cases, the public outreach program resulted in very positive public support of the District's programs.*

*I have come to rely on them for very quick responses on a number of occasions. Most recently we had an odor complaint from neighbors of the treatment plant. Martin provided talking points for the press within hours of being contacted. He also assisted on short notice to prepare a presentation for the Board of Directors and develop an outreach program to the neighborhood.* Beverly James, GM Novato Sanitary District

*You have helped us to successfully convey to our customers the importance of the work we are doing for them in providing them with water service. I receive complements on a regular basis from members of the public on the newsletters you prepare for us and how well they tell the story of Diablo Water District. I believe the best indication of how the work you have done for us has been received by our customers was in the public opinion poll that was conducted by the City in which our customers ranked the reliability of our water service second highest only to the fire department who of course is able to provide reliable protection due to dependability of our water system.*

Mike Yeraka, GM, Diablo Water District

*"Your guidance and counsel were insightful and invaluable. Your years of experience working with water industry clients on public information and strategic planning efforts were clearly evident . . . your project management skills and ability to juggle multiple deliverables at once is commendable."* Betty Burnett, AGM, South Coast WD

#### 4B. MINIMUM OF TWO REFERENCES

**Novato Sanitary District.** RCC has provided public outreach services for NSD since the early 2000s. A detailed description of the work we have done for them is in the samples of our [experience](#). It included successfully traversing a difficult several year period in which they designed, approved and constructed a new treatment plant and transitioned to private operations of their treatment plant. The District ultimately prevailed and operates smoothly, with quality service, low cost and public support today. It also included close work with an adjacent neighborhood that was complaining about odors -- the scale and skill set is similar to what is needed on the Bayside project. We have supported them through many other programs, rate structure changes, etc.

REFERENCE: Sandeep Karkal, General Manager. [sandeepk@novatosan.com](mailto:sandeepk@novatosan.com). Office: 415-892-1694. Mobile: 415-798-6034

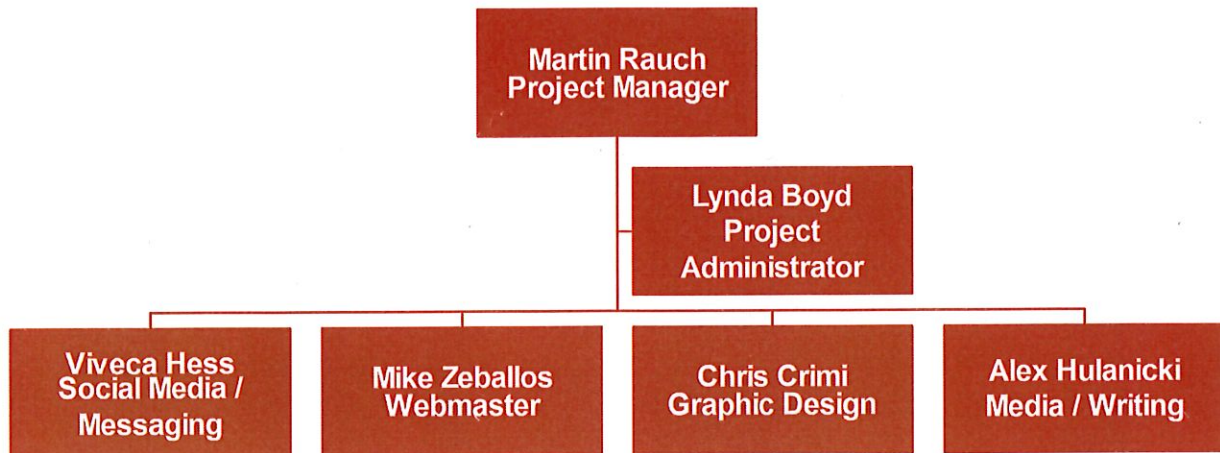
**Forest Hills Community Services District.** Foresthill is a small community near Auburn with its own dam and reservoir and provides water service. It was under attack primarily by certain ratepayers who disagreed with the rate structure. RCC was hired following a rejection of their proposition 218 process by 50% + of the rate payers. Very nasty attacks continued. We helped them calm the attacks, build public support and then conduct another rate process with a new structure. The result was a successful and smooth rate approval process with only two protests. While the situation is extreme in comparison to what Bayside requires, it shows our capabilities and responsiveness

REFERENCE: Hank White, General Manager. [GM@foresthillpud.com](mailto:GM@foresthillpud.com). Office: (530) 367-2511  
Mobile: (530) 333-5418

**Santa Fe Irrigation District and Leucadia Wastewater District.** RCC carried out general outreach for Leucadia Wastewater District and facilitated a strategic plan. We also helped strategize for a possible expansion of the District's recycled water system. For Santa Fe Irrigation District, we facilitated a strategic plan and carried out extensive outreach during the 2011 drought and for several years following. This involved many public meetings, presentations, one-one-one outreach, press work, social media, web updates, mailers, and more. The District was either the highest or second highest user of water per capita in the state and was under pressure by the state and under attack by regional, statewide and even national media when we started working. We helped them decrease water use and end the attacks and undertake some very difficult rate structure and rate changes in a highly divided community—our first public meeting had over 700 people come and eight television and media crews.

REFERENCE: Michael Bardin former General Manager. [mbardin3624@gmail.com](mailto:mbardin3624@gmail.com). Mobile: 1 760-637-9240

#### 4C. ORG CHART





#### 4D. EXPERIENCE OF EACH INDIVIDUAL

**Martin Rauch is President of Rauch Communications Consultants** Martin Rauch is President of Rauch Communications Consultants, a full-service strategic planning and public outreach firm with main office near San Jose California that has served over 225 clients in California over the past several decades.

Martin manages the San Jose office, which is devoted primarily to the planning and implementation of strategic communication programs for public agencies throughout the state. Working closely with the Board of Directors and senior managers, he tailors public involvement projects that range from individual events to major multi-year projects.

He is an expert at effectively communicating to the public about financial needs and realities of water agencies, providing the proper venues for citizens to ask questions and provide input, and then communicating that public input back to public agency staffs and boards.

Martin, his staff, and affiliates have daily experience implementing virtually every type of communication activity from productive public meetings to small stakeholder meetings, eye-catching mailers, interactive websites and more. These experiences on past projects directly mirror activities that may be needed by the District and provide him and his staff with a broad base of knowledge which they can apply to this project.

Martin also conducts strategic planning sessions for the Boards and senior managers of client organizations, as well as training in effective Board meetings, roles and relationships of Board members and managers and other related topics. He specializes in the preparation and facilitation of a wide variety of meetings. These complex events include focus groups, citizen's advisory committees, community presentations and public meetings.

Mr. Rauch has served as a speaker and seminar leader for the Association of California Water Agencies (ACWA), California Association of Sanitary Agencies (CASA), California Special Districts Association (CSDA) and others. He was a regular faculty member of the Special District Institute, is a regular speaker for CSDA, and is on the Board of the Special District Leadership Foundation. He is the principal author of the Special District Leadership Foundation certificate course on communication and outreach, strategic planning, as well as Governance Foundations. He has been invited as a speaker to other statewide associations.

Prior to his work for public agencies, he served for several years as a community organizer and educator for nonprofit organizations, organizing community groups and producing educational and information materials. He holds a Bachelor of Arts degree with High Honors from the University of California at Santa Barbara. Martin's formal training also includes completion of Business Mediation Training at UC Berkeley, as well as courses in Facilitating and Mediating Effective Agreements. Martin is a certified Balanced Scorecard Professional (BSP) from the Strategy Management Group and The George Washington University College of Professional Studies.

**Lynda Boyd, Project Administrator (Staff).** Lynda has worked for Rauch Communication Consultants for 20 years and has managed countless projects on a daily basis. Lynda manages all the production for Rauch Communication Consultants, coordinating the writing, printing, and mailing of materials, setting up schedules and coordinating project team activities to keep projects moving smoothly and on-schedule. Lynda also serves as a contact who can respond quickly to an urgent need or request and coordinate with the rest of the team to respond and follow up. Lynda is trained to help update our websites and arrange translation services needed.

**Alex Hulanicki, Consultant (affiliate).** Alex Hulanicki, of Salinas, is a public information consultant in water and land-use issues; he teaches argument and persuasion at the college level; and is a political campaign manager. He has been successful in ballot campaigns: for water supplies in Pajaro Valley and the Salinas Valley Water Project, and the Measure A campaign on Monterey County's General Plan. He has also managed successful campaigns for the election of many candidates over the years. He has managed and/or consulted on more than 30 election campaigns for local governmental positions.

A graduate of Stanford University and former news reporter and editor of 22 years at the Monterey County Herald, Hulanicki is particularly adept at messaging and media relations. As a result of his journalism and political consulting, Hulanicki has an understanding of community issues and is able to quickly research issues and implement solutions by working with local government officials and community stakeholders.

Hulanicki's consulting in community outreach and public information for water agencies spans from Marin County to San Diego County as he has worked with Rauch Communication Consultants on Proposition 218 tax campaigns in Montecito, Rancho Santa Fe and Montara; public information strategies on negotiations with environmental regulators for a water supply project proposed by Casitas Municipal Water District in the Ojai Valley, and in content creation and management for water conservation campaigns in Santa Barbara and San Diego counties.

**Skill Sets:**

- Always current on news before it is reported, and timely in distributing news analytically to clients to assist in strategies, messaging and logistics of outreach campaigns, media and community relations;
- Strong writing and editing skills, including set up of information on websites, newsletters, annual reports and PowerPoint presentations;
- Experience in creating budgets, arranging production with graphics staff and printers, and negotiating with vendors so that funds are spent prudently and within budget;
- Well acquainted with community leaders, government managers and elected officials;



**Viveca Hess, Social Media Lead (Affiliate).** Viveca is CEO and founder of HessConnect and is an expert in social media marketing and online media management, advertising campaigns, tracking analysis, community development, and content strategy. She has a solid track record in creating, developing and executing international corporate planning initiatives to launch new businesses opportunities. She has expertise in building visibility, strategic alliances and customer allegiance through numerous marketing channels. She has helped execute targeted networking strategies, initiated interactive online presences, and developed, market and coordinate presentations, seminars, webinars, newsletters and national conferences.

Her strengths include: researching and identifying the most relevant and efficient marketing and community outreach platforms, and planning, coordinating, executing, managing and measuring social media campaigns and initiatives.

Her experience includes research, execution and management of online campaigns for numerous law firms, water districts, school districts and sanitation districts working with, and meeting, complex policy, regulatory requirements unique to these industries.

#### Consultant Social Media Marketing, Design, Strategy

- Generate online start-up community by creating, executing and managing social media platforms, generating copy and design, driving website traffic via search engine campaigns, online advertising, overseeing and analyzing online metric and analytic activities.
- Project management for online publications including website, e-newsletter, blogs, social bookmarking and link building.
- Fluent in LinkedIn Facebook, Instagram, LinkedIn, YouTube, Blogs, Photoshop, Google Analytics, Email Service Providers, Wordpress and various web and media applications. Adobe InDesign, Photoshop, Illustrator, and Canva.

Novato Sanitary District - Novato CA 2019-ongoing. Applying research, interviews, and existing assets crafted a brand voice, visual, and vision identity for on and offline positioning, to build recognition and consistency across all media and offline channels.

San Antonio Water Company - San Antonio CA 2019-2020. Applying research, interviews, and existing assets crafted a brand voice, visual, and vision identity for on and offline positioning, to build recognition and consistency across all media and offline channels. Gathered, reviewed background materials including legal documentation, meeting notes, minutes. Gain understanding from staff, Board members, legal counsel to develop a concise and detailed history of the situation. Crafted a clear and compelling story summarizing the situation and the Company's position. This brief document contains the company's message and its principal talking points. summary of the situation and the Company's position. This brief document contains the company's message and its principal talking points.

Storyboarded and developed videos for YouTube channel to reflect history, projects, and education for insight and support for ongoing issues and purchases. Compiled a slide deck presentation, handouts, fact sheets.

Montecito Water District - Montecito CA 2018. Crafted campaign specific content for online channels including Facebook, Twitter, Instagram and LinkedIn in connection with crises management (related to 2018 floods, mudslides and fire-scarred Southern California areas). Maintained and fostered support by building relationships with the community and local businesses via strategic online, social media campaigns. Provided timely and urgent updates to the community coordinated regularly with local police, fire, emergency units.

Consulting for Water Resource, Management and Policy integrating water resource planning, water supply development and transfers on national and international level. Helped coordinate partnership between Hess and Associates, World Trade Center San Diego, and United States Department of Commerce International Trade Administration and Commerce. Responsible for oversight, coordination and facilitation of trade missions to the Middle East, North Africa and India related to water technology, environmental water solutions, water security and growth in emerging economies. Generate and maintain communications between largest public and private water technology corporations and organizations in the U.S. with counterparts and clients in the Middle East, North Africa and India through multiple social and traditional media channels.

**Mike and Jay Zeballos, Webmasters, (Affiliates).** Mike and Jay develop, maintain, and upgrade numerous websites for public agencies around the state on a daily basis. Jay and Mike have decades of experience with all aspects of web design and development, with a special expertise in meeting the needs of public agencies. Jay and Mike are technically expert, with extensive programming capabilities, and the ability to implement any web-based program, survey, forms, or features. They also have a flair for developing sites that load fast, look great and communicate effectively.

Some of their core competencies include: UX & UI design, strategy, and planning; iPhone, iPad application programming; Web application proof-of-concepts; Hand-coding HTML/CSS; Usability & analytics; MODx, WordPress CMS configuration, theming, customizing; Project management; Troubleshooting & problem solving; Training and support.

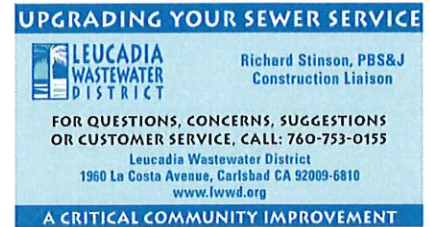
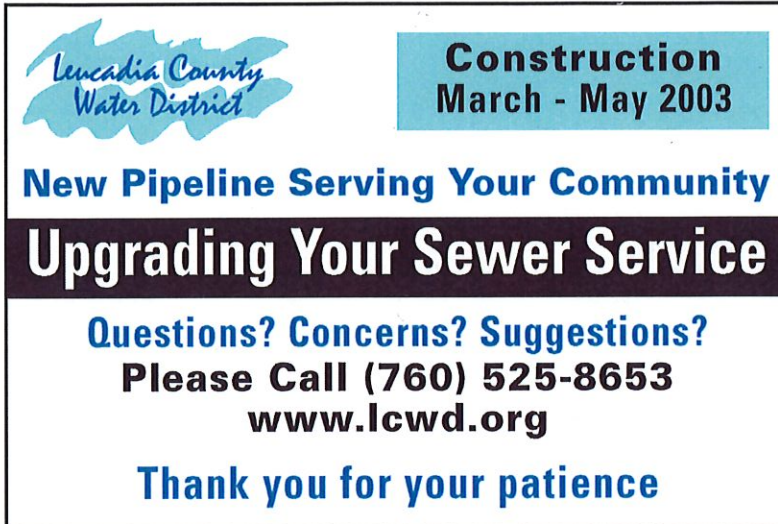
Their technical background includes working experience with the following: Windows, Mac, Linux, FreeBSD; CSS, XHTML, XML, PHP, ASP.NET, MySQL, JavaScript, ActionScript; MODx, CodeIgniter, WordPress, ExtJS, jQuery, Mootools

**Chris Crimi, Graphic Design, (Affiliate).** Chris has over three decades experience producing graphic materials from simple reports to full-color brochures, web graphics, displays, posters, newsletters, and slide presentations. During his career, he has produced excellent designs for clients like Apple Computer, KLA-Tencor, Santa Clara Valley Water District, Trimble Navigation, Essex Property Trust, Adobe, and Cisco Systems. He has worked with RCC on hundreds of public outreach projects for two decades, bringing a high degree of graphic sophistication to every piece he works on.

## 5. Examples of Public Outreach Efforts

*EXAMPLES from a couple of sewer outreach projects.*

A large sign for a construction project.



A business card designed to be carried by a neighborhood liaison empowered to respond to the public and solve any problems.

A sign from a construction outreach project for LWWD.



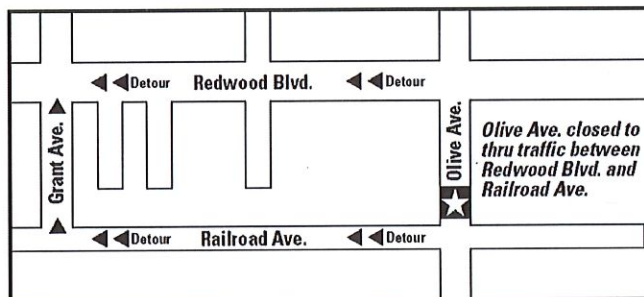
An image from a large interceptor project that cut right through a community, causing substantial impacts over a multi-year period. Rauch Communication Consultants carried out successful environmental and design outreach followed by the construction outreach program.

**EXAMPLE: A project advertisement**

## ***Notice of 10-Day Road Closure on Olive Avenue***

***A project to replace old, under-sized and deteriorating sewer mains along Olive Avenue, Chase Street and Orange Avenue in Novato.***

***This project requires round-the-clock closure of a short portion of Olive Avenue between Redwood Boulevard and Railroad Avenue for 10 consecutive days, beginning the week of October 18. Message boards in the vicinity of the closure will provide the exact closure dates.***



### **Access**

- Access adjacent to the closed segment of Olive Avenue will be provided for pedestrians and bicycles,
- Access to businesses along Olive Ave. will not be affected.

**Detours** for through traffic will be in effect and will be clearly marked.

**Ongoing Work.** Following the road closure, work will continue on the sewer project until December.

**Call With Questions or Concerns.** Contact Matt Cox, project representative for J&M Inc., contractor with any questions or concerns about the construction: 510-760-1923 or 925-724-0300.



***A planned investment to improve your sewer system, prevent sewer spills and protect the environment.***

**Novato Sanitary District**

(415) 892-1694 • [info@novatosan.com](mailto:info@novatosan.com) • [www.novatosan.com](http://www.novatosan.com)



**EXAMPLE: A project newsletter for a neighborhood next to a construction project and along the pipeline route.**



## Kickoff of Wastewater Treatment Facilities Upgrade

To protect public health and the environment, significant improvements in treatment facilities are required. The upgrade project will enable Novato Sanitary District to meet these requirements now and in the future.

### Project Benefits

Customers of Novato Sanitary District will receive direct and indirect benefits from the upgrade project.

- Meets long-term, cost-effective wastewater treatment requirements.
- Better protection for the environment
- Improved safety of public health
- More efficient use of energy
- Larger, more efficient plant
- Funding assisted by low-cost state loans
- Provides upgrade path for increased recycled water production.

### Construction Details

Construction has started for a critically needed upgrade of the District's aging wastewater treatment facilities.

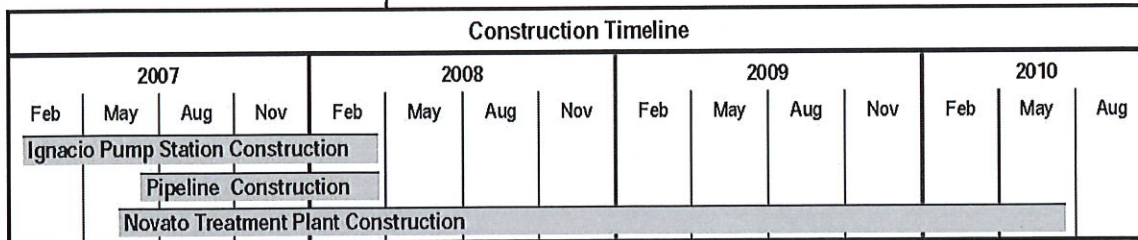
The project will meet the District's current and long-term needs, and protect both public health and the environment.



The project involves a massive upgrade of the Novato Wastewater Treatment Plant, converting the Ignacio Wastewater Treatment Plant into a pump station, and moving wastewater from the Ignacio pump station through a new 16-inch pipeline to the Novato plant.

The multi-year engineering design and environmental review for the project included a major outreach program that included numerous mailings to all customers, public meetings and hearings, press stories and more.

Total cost of this major project is about \$90 million, partially funded by low-cost state loans.



**For Information Call (415)-898-2279 or Click to [Novatosan.com](http://Novatosan.com)**



**EXAMPLE: The second page of the same newsletter**

### Treatment Plant Improvements

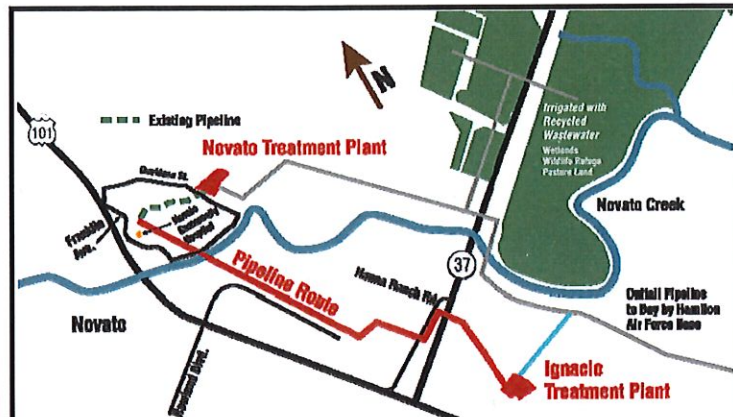
- Replaces most 1950s and 1970s-era equipment.
- Reuses 1980s-era equipment wherever cost-effective.
- Upgrades treatment processes to meet current water quality requirements.
- Adds backup equipment for redundancy.
- Eliminates worker safety hazards.
- Improves operational efficiency, decreases electrical power needs.
- Increases use of methane gas derived from the treatment process to generate electricity.
- Adds capacity that permits the transfer of remaining septic systems to District service, and to meet needs called for in City and County general plans.

#### HAVE QUESTIONS? NEED HELP?

##### Neighborhood Liaison Available to Help You

Steve Wrightson, the District Construction Manager, is the neighborhood construction liaison designated to keep you informed, respond to your questions and resolve any issues that may arise.

Please contact Steve at the District office by calling 415-898-2279 with your questions or concerns.



#### Map of Treatment Plant Upgrade and Pipeline Route

This map shows the route of the new 16-inch pipeline. The pipeline route from the Ignacio Pump Station crosses under Highway 37, runs behind the Vintage Shopping Center along Rowland Boulevard, and under the recreational trail behind the theaters and the Novato Community Hospital, where it will connect to the existing pipeline that runs to the Novato Wastewater Treatment Plant. The recreational trail will be closed between Franklin Avenue and Novato Creek for about 90 days.

### Construction Impacts Minimized

Construction will primarily impact the area around the Novato Treatment Plant, where there will be heavy construction and grading, as well as truck traffic along Davidson Street carrying concrete, plant equipment and excavated soil to and from the construction site.

Much of the pipeline work will be in remote areas, and thus will have little impact on the community. About 2,900 feet of the pipeline will be installed along Rowland Boulevard behind the Vintage Shopping Center. Although traffic lanes shifting will be required in this area, two-way traffic will be maintained.

To minimize inconveniences to the public the District is following strict construction guidelines:

- Work will be done primarily on weekdays from 7 a.m. to 5 p.m.
- Dust, noise and erosion controls will be in force.
- Construction areas will be returned to their original or better appearance after work is completed.
- Motorists will be provided at least one lane of traffic through construction areas, except in unusual circumstances.
- No driveway or private road will be blocked without notice to the property owner. Access will be restored during non-working hours.
- Staging areas and hauling routes will be designed to minimize impacts.
- Tree and shrub removal or damage will be avoided.

**For Information Call (415)-898-2279 or Click to [Novatosan.com](http://Novatosan.com)**

*EXAMPLE: one of many mailers as part of this large project that included extensive outreach, working with community groups, handouts, a 24-hour hotline and more*

**ELK GROVE-FLORIN  
Road Widening  
&  
Sewer Pipeline  
TILLOTSON PARKWAY  
Sewer Pipeline**

**WINTER 1997**

# Community UPDATE

*Three major Community Improvement Projects are planned to begin construction next summer:*

- *Widening and other improvements along Elk Grove-Florin Road, made between Calvine and Gerber;*
- *Installation of a large wastewater pipeline along Elk Grove-Florin Road;*
- *Construction of a tunneled wastewater pipeline under Tillotson Parkway.*

*Design of these projects is being coordinated to shorten the construction period, lower costs, and minimize inconvenience to area residents and businesses.*

*Not only will these projects provide critically needed increases in sewer capacity, the roadway improvements will improve traffic flow, safety and the appearance of a busy local thoroughfare.*

## **BY COMMUNITY REQUEST**

- In response to requests made during the September 5 public meeting, an intersection large enough for horse trailers to make U-turns was located at Vintage Park Road and Elk Grove-Florin Road. Requests to widen another U-turn area at the intersection of Brittany Park and Elk Grove-Florin Road could not be accommodated due to cost, right-of-way, and other considerations.
- After reviewing a public request to place a traffic signal at Carlisle and Elk Grove-Florin Road, Transportation staff placed the site on a priority list to receive a traffic signal. Also, as a result of the review, a proposed signal at Caselman was deleted from the plans. Placement on the list is based on traffic safety, volume, speed, accidents, and similar measures. The need for a light will be reviewed periodically in comparison to other sites and moved up the list as appropriate.

## **ENVIRONMENTAL PROCESS WRAPS UP**

After a long public process, the *Environmental Impact Report (EIR)* for the wastewater pipeline was certified and approved by the Sacramento Regional County Sanitation District Board of Directors in December 1996. This paves the way to complete final engineering designs leading up to construction.

You are invited to the *public hearing* to certify the environmental documents for the roadway widening. The hearing is scheduled to be held by the County Supervisors at 11:30 a.m. on February 11, 1997 at the County Administration Building, 700 H Street, Room 1450. Please call Nelson Kwong at 440-9671 for more information.

## **COLLABORATIVE EFFORTS**

To minimize future inconvenience to the community and save money, discussions are also underway with the County Water Resources Division to determine if a needed *drinking water pipeline* can also be installed during the project. The goal is to complete this additional project without lengthening the construction period or further inconveniencing the community.



EXAMPLE: Page two of the mailer from the previous page.

## PROJECT TIMELINE

FEBRUARY 11	SPRING	SUMMER 1997	LATE SUMMER 1997
ENVIRONMENTAL HEARING FOR ROAD WIDENING	PRE-CONSTRUCTION PUBLIC MEETING FOR PARKWAY PIPELINE	TILLOTSON CONSTRUCTION, AND PRE-CONSTRUCTION PUBLIC MEETING FOR ROAD AND PIPELINE	CONSTRUCTION BEGINS ON ELK GROVE-FLOREN ROAD AND PIPELINE

906 G Street, Suite 510  
Sacramento, CA 95814  
Hotline 440-9671



COUNTY OF SACRAMENTO  
PUBLIC WORKS AGENCY  
TRANSPORTATION DIVISION



SACRAMENTO REGIONAL COUNTY  
SANITATION DISTRICT

BULK RATE  
U.S. POSTAGE  
**PAID**  
PERMIT 333  
SACRAMENTO, CA

PRINTED ON RECYCLED PAPER

**FOR MORE INFORMATION...**  
FOR PROJECTS ALONG ELK GROVE-FLOREN ROAD  
Call Nelson Kwong  
Transportation Division  
440-9671  
Call Mike Watson  
Sacramento Regional County Sanitation District  
875-6663

Construction along Tillotson Parkway is planned to begin in summer, 1997. Construction along Elk Grove-Floren Road is scheduled for late summer 1997. Before construction begins, you will receive more information and be invited to a public meeting on the construction schedule, safety measures, traffic control, and more. Separate meetings will be held for the Tillotson Parkway and Elk Grove-Floren Road projects. A representative will be available 24 hours a day to respond to your questions and concerns once construction begins.

### UPCOMING ACTIVITIES

When construction begins, heavier than usual traffic is expected south of Britany Park due to the passage of a large number of trucks that are required to haul dirt from the project area. A temporary traffic signal will be installed in that area to improve traffic flow during construction.

### TRAFFIC CONTROL PLANS

Two lanes of traffic will generally be maintained on Elk Grove-Floren Road during the entire construction period. Access for emergency vehicles will be maintained at all times.

**More Information About the Roadway and Pipeline Projects**

**EXAMPLE: A few examples of outreach from a community organizing project to develop traffic calming in a congested part of town. This project included lawn signs, many public workshops, bumper stickers, advisory groups and more**



**You Are Invited to a Neighborhood Meeting**  
 Tuesday, January 27  
 6:30 to 8:30 p.m.  
 Cottage Hospital  
 Burtness Auditorium  
 Sponsored by the City of Santa Barbara  
 Transportation Planning Division

**WATCH FOR ME**

City of Santa Barbara  
 Neighborhood Traffic Management Program

*Please come and learn how you and your neighbors can*  
**Build a Better Neighborhood**

ADDRESS SERVICE REQUESTED  
 City of Santa Barbara  
 Transportation Planning Division  
 630 Garden Street  
 Santa Barbara, CA 93101



*You are invited to help*  
**Build a Better Neighborhood**  
*Please come and learn how you and your neighbors can*

**Take Back the Streets**

**Neighborhood Meeting!**  
 Tuesday, January 27  
 6:30 PM to 8:30 PM  
**Cottage Hospital**  
 Burtness Auditorium  
 Pueblo and Bath Streets

Questions? 897-2509  
 ¿Preguntas? 564-5385  
[info@OakParkTrafficManagement.org](mailto:info@OakParkTrafficManagement.org)  
 Neighborhood Traffic Management Program

**THE PROBLEM...**  
*Neighborhoods seem less livable*

Has your street changed? Do quiet strolls around the neighborhood, kids playing safely, and the joy of being outdoors feel like things of the past? If you are concerned about traffic and parking in your neighborhood, and you want to change things, this brochure describes some actions you can take.

**THE SOLUTION...**  
**Take Back The Streets**

**When residential streets "belong" to the neighborhood**  
 Streets are not just for cars. They should be places for neighbors, pedestrians, cyclists, shoppers and children to interact and enjoy their lives.

**You can change your street, reduce the impacts of automobile traffic and parking, and make it a more user-friendly place for you and your neighbors. Start by getting your neighborhood's message heard by identifying concerns and search for solutions. Then form a partnership with the City.**



Residents can "take back the streets" through the Neighborhood Traffic Management Program by addressing traffic and neighborhood issues through a community partnership with the City of Santa Barbara.



**NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM**  
*Making our streets more livable*

**OUR GOAL: A user friendly neighborhood where people count**  
 The neighborhood first works with the Police, Parks, Fire, Community Development, and Public Works Departments to undertake low- and no-cost actions that can resolve traffic and parking problems. If needed, the City provides support to develop physical (Traffic Calming) improvements to the streets. Examples of physical improvements are described below.

**PROGRAM TOOLS:**

<b>TRAFFIC CIRCLES</b> Regulate traffic flow	<b>SIDEWALKS</b> Offer convenient places for people to walk	<b>SPEED HUMPS</b> Reduce vehicle speed
<b>LANDSCAPING</b> Adds shade and aesthetics, and provides a buffer between pedestrians and the traffic.	<b>PUBLIC TRANSIT</b> A practical alternative to driving.	<b>STREET FURNITURE</b> Benches, planters and trash cans offer convenience and comfort.
<b>CURB EXTENSIONS</b> Increase pedestrian visibility	<b>REDUCING DRIVING</b> Provides community, health and financial benefits.	<b>GATEWAYS</b> Create neighborhood identity using trees, fountains signs or gateways.

**Step 1. Get Together**  
 The Neighborhood Traffic Management Program begins with a neighborhood meeting which provides an opportunity for residents, business owners and tenants to identify neighborhood concerns and initiate coordination between the neighborhood and the city to work together to create real solutions.

**Step 2. Gathering Information**  
 Neighborhood volunteers conduct a survey of their neighbors about traffic issues and problems.

**Step 3. Slow Down**  
 Residents take part in activities that slow traffic speeds and explore use of alternative transportation, use traffic calming signs, pledge to obey traffic rules, and more.

**Step 4. Check In**  
 The City and neighborhood assess progress and determine if physical street improvements, called Traffic Calming solutions, should be explored.

**Step 5. Traffic Calming**  
 Jointly develop a toolbox of many different solutions that reduce traffic such as those illustrated on this page.

**If you are interested in helping to improve your neighborhood, please call: (805) 897-2509**



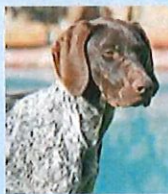
**PREVIOUS WORK EXAMPLES: Examples from a newsletter showing writing and graphics**

***Day or Night, Our Crews Respond to Emergencies at a Moment's Notice***



Two crews in hydroflusher trucks respond at night to prevent a sewer overflow during an intense storm event. These trucks contain powerful water jets with 2,000 pounds per square inch of pressure, root cutting tools, and powerful vacuums that are used to clean sewer lines and to clean up and prevent sewer spills.

**RESCUING A DOG, PUTTING OUT FIRES—OUR CREWS GO ABOVE AND BEYOND**



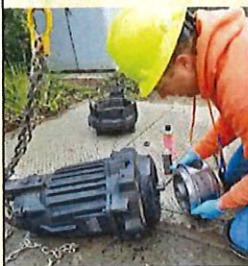
**Helping a Dog in Danger.** Our crews are committed to serving the public. Just ask the happy family that belongs to the dog that was recently rescued by one of our crews. The lost canine was spotted by Bob Stiles, Jr., and Joe Moreno, running back and forth on a busy road as cars sped by. They stopped their truck and called the dog, who jumped right in with them and was soon reunited with his happy humans.

**Fast-Thinking Use of Sewer Cleaning Truck to Put Out a Fire.** In another unusual act of service, one of our crews spotted a small fire at a park-and-ride lot in Southern Novato. Thinking quickly, they used the water jet equipment on the hydroflusher truck to put it out, while alerting the fire department.

***Proactive Maintenance Keeps the Entire Sewer System Working Safely and Efficiently***

**PUMP STATIONS REQUIRE REGULAR MAINTENANCE**

To ensure that sewer pump stations operate reliably, our crews inspect and maintain them regularly. These pump stations lift sewage out of low areas and help move it downstream to the treatment plant. The pump stations incorporate sophisticated electronic controls, pumps, motors, backup systems, and remote monitoring and telemetry systems.



**CCTV INSPECTION TO ENSURE QUALITY**

The District uses special closed circuit television cameras (CCTV) that can maneuver through sewer lines, conducting detailed video inspections and identifying issues for subsequent repair. Below, a camera is being lowered into a manhole.



**HIGH-TECH MAINTENANCE MANAGEMENT**

Our crews use Computerized Maintenance Management Systems (CMMS) to track maintenance on all facilities. The sewer system CMMS combines information about each pipe's age, location, maintenance history and other data. This allows our staff to track our pipeline assets and helps identify and prioritize maintenance activities.





**PREVIOUS WORK EXAMPLES:** From a website we developed. We provide a full range of web services  
Sausalito Marin City Sanitary District

### Highlights

**January 2021 Newsletter**  
Major Treatment Plant Upgrade Complete. Will Protect Our Community and the Bay Environment. Upgrades Will Provide Benefits for Decades to Come

**New Coloma Pump Station Will Increase Capacity and Reliability**  
You may have noticed this project that is under construction at Bridgeway Blvd. and Coloma. Check out a time-lapse video of the construction, view our landscaping plan developed with input from the community, and learn more about this project that will help protect public health and the Bay.

[Sign Up for eNews](#)

### Important Info

**Board Agendas and Minutes**  
The [current Board Agenda](#) is available as well as an [archive of past agendas, packets and minutes](#).

**As of 10/1/2021 Board Meetings New Day**  
All Regular Board meetings have been changed to the first Tuesday of the month at 12 pm and will continue remotely per AB 361 until further notice. Please refer to the board agendas for details. COVID safety protocols will be followed according to the Marin County Health Order.

**Residential Sewer Rate Charge Rebates**  
Qualified low- and fixed-income customers are encouraged to apply by April 30, 2022.

### 24/7 Emergency Service

<b>Report Sewer Spills:</b>	<b>MARIN CITY:</b>
Business Hours	(415) 332-0244
Monday - Friday	After Hours / Weekends
8:00 a.m. - 4:30 p.m.	(415) 332-0244
<b>TAM VALLEY:</b>	<b>CITY OF SAUSALITO:</b>
Main Office	(415) 289-4192
Monday - Friday	After Hours / Weekends
8:00 a.m. - 4:00 p.m.	(415) 289-4170
(415) 388-6393	
After Hours, Weekends & Holidays	
(415) 779-9059	

### Only Flush Toilet Paper

Never Flush Wipes, Paper Towels, or Anything but Toilet Paper

- Wipes cause costly, messy, unsanitary clogs and spills.
- Microfibers can shed off wipes and enter the environment.
- Masses of wipes and other non-flushables can damage treatment plants.

[Check out this Video](#)





**PREVIOUS WORK EXAMPLES: Custom written, designed and coded semi-animated web page**  
[How the treatment plant protects our community](#)

**Sausalito-Marín City Sanitary District**

Contact Utilities

About Us Customer Info News and Documents How to Help

Home / Customer Info / How the New Treatment...

## How the New Treatment Plant Process Protects Our Community

Every process has a backup for redundancy and reliability

**SCREENING**

It screens and prevents the plant from receiving quality by removing trash, paper, plastic, and debris and clogging pumps.

**PRIMARY TREATMENT**

The primary clarifier slows down the flow allowing floatables to be skimmed off and heavy substances to sink out. A second Primary Clarifier provides redundancy, allowing for continuous removal of solids and improved treatment. It provides additional storage capacity so other parts of the plant can be shut down for maintenance and improvements.

**SECONDARY TREATMENT**

The secondary clarifiers provide more sinking of heavy and skimming of lighter solids.

In the New Fixed Film Reactor, natural organisms that grow on plastic grids consume remaining solids.

**ADVANCED TERTIARY TREATMENT**

Tertiary treatment has been substantially increased in capacity. It uses updated technology which filters extremely small particles as small as 5 microns. A human hair is 50 microns thick.

**DISINFECTION DISCHARGE**

The fully treated water is disinfected. Then the removed solids are fully exchanged safely into 500 foot-long outfall deep water.

1 2 3 4 5 6 7 8 9

## The Treatment Plant Upgrades Will Benefit Our Community and Environment for Decades to Come

**EXCEPTIONAL TREATMENT QUALITY.**

Better than all health, quality and environmental requirements.

**LESS ODOR.**

More odors are captured in the central odor control system.

**MODERN EARTHQUAKE RESISTANCE.**

The plant is secure and built to last.

**BETTER TREATMENT DURING STORMS.**

Accommodates increased storm flows, improving the quality of water released into the Bay.

**FULLY OPERATIONAL DURING MAINTENANCE.**

All treatment process have redundancy, greatly improving reliability and allowing operators to better maintain equipment without impacting water quality.

**BETTER RELIABILITY AND QUALITY.**

The new Headworks, for example, screens out rags, wipes, and trash that gets into the sewer, preventing damage to the plant.

**BUILT WITH THE FUTURE IN MIND.**

New equipment and expanded capacity will help meet stricter quality requirements for decades to come.

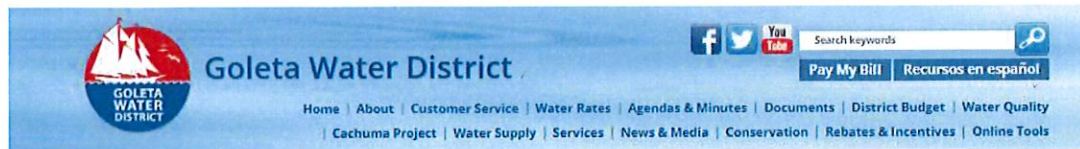
**IMPROVED SAFETY.**

Safety improvements throughout the plant will protect workers, the community, and the Bay.



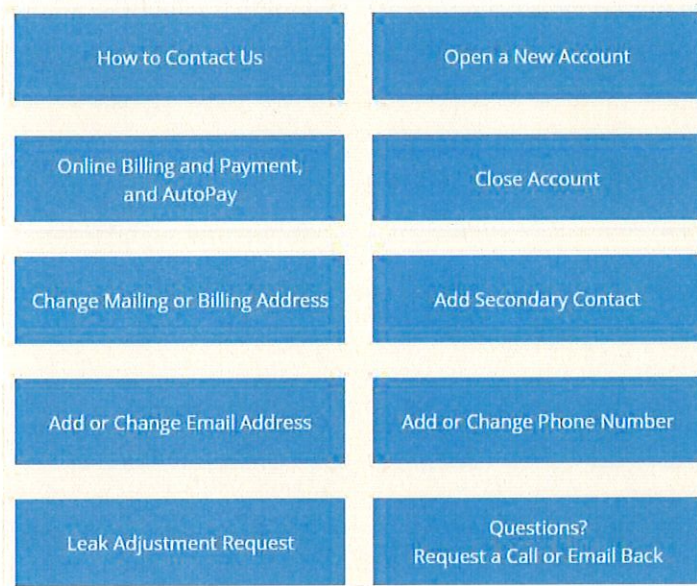
**PREVIOUS WORK EXAMPLES: Example of a web page with extensive custom-coded online forms**

Goleta Water District – Customer Forms Portal



Goleta Water District

**Customer Service**



**Customer Service Quick Links**

- › How To Contact Us
- › Open a New Account
- › Close Account
- › Online Billing and Payment, and AutoPay
- › Change Mailing or Billing Address
- › Add Secondary Contact
- › Add or Change Email Address
- › Add or Change Phone Number
- › Leak Adjustment Request
- › Questions? Request a Call or Email Back

## 6 APPENDIX: PARTIAL CLIENT LIST

### ASSOCIATIONS, JPAs, STATE, FEDERAL, CORPORATIONS, AND OTHERS

Association of California Water Agencies (ACWA)	Sewer Authority Mid-Coastside
California Special Districts Association (CSDA)	Mission Research Corporation
California Association of Sanitation Agencies (CASA)	Stone Creek Company
California Department of Water Resources	Suburban Water Systems
Special Districts Institute	Boyle Engineering
California Sanitation Risk Management Authority	Dokken Engineering
California Association of Public Cemeteries	El Solutions
Friant Water Authority	McCormick, Kidman, and Behrens
WaterReuse Association	Pennfield and Smith
California Mosquito and Vector Control Association	Redwine and Sherill
American Desalting Association	White House Office of Policy Development
Association of Groundwater Agencies	National Water Resource Association
San Luis Delta-Mendota Water Authority	North Bay Watershed Authority
San Joaquin River Exchange Contractors Water Authority	San Gabriel Valley Water Association
North Bay Water Reuse Authority	San Gabriel Basin WQA
Faculty Association of Community Colleges	Santa Barbara Special District Association
National Water Resource Association	Cachuma Operations Maintenance Board
Water Education Foundation	Cachuma Conservation Release Board
Pacific Coast Association of Port Authorities	California Sign Association

### LOCAL GOVERNMENT AGENCIES

<b>BUTTE COUNTY</b>	North Bakersfield Rec. and Park District	<b>MARIN COUNTY</b>
Oroville-Wyandotte ID	Inyokern Community Services District	Las Gallinas Valley Sanitary District
<b>CALAVERAS COUNTY</b>	Shafter Park and Recreation District	North Marin Water District
Calaveras County WD	<b>LASSEN COUNTY</b>	Sausalito-Marín City Sanitation Dst.
<b>CONTRA COSTA COUNTY</b>	Lassen Municipal Utility District	Tamalpais CSD
Diablo Water District	<b>LOS ANGELES COUNTY</b>	Sanitary District #5 (Tiburon)
Contra Costa Water District	Los Angeles County Park and Rec	Novato Sanitary District
Stege Sanitary District	Castaic Lake Water Agency	Ross Valley Sanitary District
Dublin San Ramon Service District	Central Basin MWD	San Rafael Sanitation District
<b>EL DORADO COUNTY</b>	Pico Water District	City of San Rafael
South Lake Tahoe PUD	Upper San Gabriel Valley MWD	Central Marin Sanitary Agency
<b>IMPERIAL COUNTY</b>	West Basin MWD	County of Marin
Imperial Irrigation District	San Gabriel Valley MWD	Novato Disposal Services, Inc.
<b>KERN COUNTY</b>	Water Replenishment Dst. of So. Cal.	San Quentin Village and Murray Park
Arvin Edison Water Storage District	San Gabriel County Water District	<b>MERCED COUNTY</b>
Indian Wells Valley Airport District	Main San Gabriel Basin Watermaster	Central California Irrigation District
Indian Wells Valley Water District	California Domestic Water Company	<b>MONO COUNTY (and MADERA)</b>
Kern County Water Agency	Pasadena Historical Museum	Mammoth Community Water District
West Kern Water District	Three Valleys MWD	<b>MONTEREY COUNTY</b>
North of the River Municipal Water District (Bakersfield)	Newhall County Water District	Marina Coast Water District
Oildale Mutual Water Company	Las Virgenes Municipal Water District	Monterey Peninsula Water Management District
North Kern Water Storage District	Conjunctive Use Working Group (?)	Monterey Regional Water Pollution Control Agency
Golden Empire Transit District	Palmdale Water District	Pebble Beach CSD
Terra Bella Irrigation District	City of Sierra Madre	<b>NAPA COUNTY</b>
Friant Water Users Authority	City of Arcadia	Napa County
Cawelo Water District	City of El Monte	Napa Sanitation District
Arvin Community Services District	City of La Puente	
	East Pasadena Water Company	
	Foothill Municipal Water District	
	Valley County Water District	

**NEVADA COUNTY**

Northstar CSD  
 Truckee-Donner Public Utility District  
 Tahoe Truckee Unified School District

**ORANGE COUNTY**

Municipal Water District of Orange County  
 Mesa Consolidated Water District  
 Los Alamitos County Water District  
 SouthCoast Water District  
 Serrano Irrigation District  
 El Toro Water District  
 Orange County Water District  
 Costa Mesa Sanitary District  
 Capistrano Beach County Water District  
 Coastal Municipal Water District  
 Midway City Sanitary District  
 TriCities Municipal Water District  
 Yorba Linda Water District  
 Placentia Library District  
 Laguna Beach County Water District  
 Emerald Bay Service District  
 Moulton Niguel Water District  
 Orange County Vector Control

**PLACER COUNTY**

Foresthill PUD  
 San Juan Water District  
 North Tahoe Public Utility District  
 Squaw Valley Public Services District

**PLUMAS COUNTY**

East Plumas Health Care District

**RIVERSIDE COUNTY**

Coachella Valley Mosquito & Vector Control District  
 Mission Springs Water District  
 29 Palms Municipal Water District  
 Rancho California Water District  
 South Mesa Water Company  
 Elsinore Valley MWD  
 Santa Rosa CSD  
 Beaumont Cherry Valley Water District  
 Santa Ana Watershed Project Authority  
 Desert Healthcare District

**SACRAMENTO COUNTY**

County of Sacramento Public Works Agcy.  
 Sacramento Regional County Sanitation District  
 Fair Oaks Water District  
 Arcade Water District  
 Sacramento Metropolitan WA  
 Carmichael Water District  
 Rio Linda Water District  
 Northridge Water District  
 Rancho Murrieta CSD  
 Cordova Recreation and Park District

**SAN BERNARDINO COUNTY**

Big Bear Municipal Water District  
 Monte Vista Water District  
 Big Bear Airport District  
 Yucaipa Valley Water District  
 Bear Valley Community Hospital District  
 Bear Valley Community Services District  
 City of Big Bear Water and Power Department  
 Joshua Basin Water District  
 Inland Empire Utility Agency  
 East Valley Water District  
 Big Bear Area Regional Wastewater Agency  
 Victor Valley Water District  
 Cucamonga County Water District  
 San Antonio Water Company  
 Chino Basin Watermaster  
 ITI Desert Water District  
 San Bernardino Valley Water Conservation District  
 Big Bear City CSD  
 City of Big Bear Lake  
 Hi-Desert Water District  
 West San Bernardino County WD

**SAN DIEGO COUNTY**

San Diego County Water Authority  
 Padre Dam Municipal Water District  
 Rincon del Diabolo MWD  
 Vallecitos Water District  
 Helix Water District  
 Leucadia Wastewater District  
 North County Fire Protection District  
 Olivenhain Municipal Water District  
 Sante Fe Irrigation District  
 Otay Water District  
 Fallbrook Public Utility District  
 Rainbow Water District  
 Vista Irrigation District

**SAN FRANCISCO COUNTY**

Golden Gate Bridge, Highway, & Trans. District

**SAN JOAQUIN COUNTY**

Ripon Fire Department

**SAN LUIS OBISPO**

Templeton CSD  
 Port San Luis Harbor District  
 San Simeon CSD  
 Cambria Community Services District  
 Nipomo Community Services District

**SAN MATEO COUNTY**

East Palo Alto Sanitary District  
 San Mateo County Harbor District  
 Montara Water & Sanitation District  
 Sewer Authority Mid-Coastside

**SANTA BARBARA COUNTY**

City of Santa Barbara

Goleta Sanitary District  
 Montecito Sanitary District  
 Carpinteria Sanitary District  
 Santa Maria Public Airport District  
 Goleta Water District  
 Montecito Water District  
 Cachuma Project Authority  
 Goleta West Sanitary District  
 Mosquito and Vector Management District  
 Isla Vista Recreation and Park District  
 Lompoc Hospital District  
 Santa Barbara County Vector Control District  
 Carpinteria Valley Water District  
 Santa Ynez Community Services District  
 La Cumbre Mutual Water Company

**SANTA CLARA**

Santa Clara Valley Water District  
 West Valley Sanitation District

**SANTA CRUZ COUNTY**

Scotts Valley Water District  
 Pajaro Valley Water Management Agency (Watsonville)  
 Central Fire Protection District  
 Santa Cruz FPD  
 Soquel Creek Water District

**SOLANO COUNTY**

Rural North Vacaville Water District

**TULARE COUNTY**

Friant Water User Authority  
 Visalia Public Cemetery District

**VENTURA COUNTY**

Camrosa County Water District  
 Rancho Simi Rec. & Park District  
 Casitas Municipal Water District  
 Conejo Recreation and Park District  
 Ojai Valley Sanitary District  
 Calleguas Municipal Water District  
 Meiners Oak County Water District  
 Marina Coast Water District  
 Camarillo Health Care District



**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 7.a.*

**DATE:** December 10, 2021

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer

**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Utility Agreement with the Bay Area Toll Authority for the Richmond San Rafael Bridge Access Improvement Project

---

**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Utility Agreement with the Bay Area Toll Authority for the Richmond San Rafael Bridge Access Improvement Project.

**SUMMARY:**

At the July 1, 2021, Board meeting, the Board awarded the Francisco Boulevard East at Grange Avenue Sewer and Storm Drain Project to Bay Pacific Pipelines, Inc. The project replaced and realigned approximately 960 feet of 12-inch and 10-inch vitrified clay pipe (VCP) sewer main with polyvinyl chloride (PVC) pipe; and replaced approximately 220 feet of corrugated metal storm drain pipe with PVC pipe for the City of San Rafael.

This project was to be completed before Caltrans and the Bay Area Toll Authority (BATA) begins its Richmond San Rafael Bridge Access Improvement package B2 Project, which consists of sidewalk and bike lane improvements in the same location; it connects the existing pedestrian and bike lane on the San Rafael Richmond Bridge to Sir Francis Drake Boulevard and to points within the City of San Rafael.

The District's project is now substantially complete, and BATA will be able to begin its project, which is anticipated to start early next year (2022). As part of the BATA project, the District's sewer facilities, such as manholes, will need to be adjusted to their final grade.

**ANALYSIS:**

BATA has drafted a Utility Agreement between BATA and the District for the reimbursement cost for raising the District's sewer facilities, i.e., seven sewer manholes. BATA's estimate is approximately \$8,610 to perform the work for the District. Since the District does not have the resources to raise its sewer facilities and for efficiency, the District has historically reimbursed the local agencies (i.e., the City of San Rafael and the County of Marin) for raising its facilities.

**FISCAL IMPACT:**

BATA has estimated a cost of \$8,610 to raise the District's sewer facilities.

This work will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2021-22 Budget.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Utility Agreement with the Bay Area Toll Authority for the Richmond San Rafael Bridge Access Improvement Project.

Attachments: Utility Agreement  
Resolution

<b>DISTRICT</b> 4	<b>COUNTY</b> Marin	<b>ROUTE</b> 580	<b>POST MILE</b> 0.0 to 3.29	<b>EA</b> 0P840	<b>PROJECT ID</b> 0417000550
<b>FEDERAL AID NO.</b> N/A		<b>UTILITY OWNER</b> San Rafael Sanitation District			
<b>FEDERAL PARTICIPATION</b>					
On The Project <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			On The Utilities <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

**UTILITY AGREEMENT No. 04-UT-2071.4****DATE** \_\_\_\_\_

The **Bay Area Toll Authority**, hereinafter called "BATA," in cooperation with the California Department of Transportation ("Caltrans"), proposes to construct the improvements on Richmond-San Rafael Bridge, on I-580, in and near the City of San Rafael, County of Marin, State of California.

And: **San Rafael Sanitation District (SRSD)**, hereinafter called "OWNER," owns and maintains sanitary sewer facilities within the limits of BATA's project which requires adjustment of manhole and sewer cleanout frame and cover to grade of sanitary sewer facilities to accommodate BATA's project.

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 2071.4 dated \_\_\_\_\_, BATA shall adjust OWNER's sanitation sewer facilities frame and cover to grade as shown on BATA's contract plans, the Richmond San Rafael Bridge Access Improvement Package B2 Project, Sheets U-1 and U-2 dated August 18, 2021, by HNTB, for the improvement of State Route 580, EA 0P840. Owner hereby acknowledges review of BATA's plans for work and agrees to the construction in the manner proposed.

Deviations from the plans described above initiated by either party shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by BATA and agreed to/acknowledged by OWNER, will constitute an approved revision of the plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require a written amendment to this Agreement in addition to the Revised Notice to Owner. OWNER shall have the right to inspect the work during construction.

Upon completion of the work performed by BATA, OWNER agrees to accept ownership and maintenance of the constructed facilities and relinquishes to BATA ownership of the replaced facilities.



## II. LIABILITY FOR WORK

The existing facilities are located within City right of way under permit and will be relocated at 100% OWNER's expense under the provisions of Section 673 of the Streets and Highways Code.

Total Estimated Relocation Work by Project Contractor	\$8,610.00
Total Estimated OWNER Liability (100%)	\$8,610.00
<b>Total Estimated BATA Liability (0%)</b>	<b>\$0.00</b>

## III. PERFORMANCE OF WORK

OWNER shall have access to all phases of the relocation work to be performed by BATA as described in Section I above, for the purpose of inspection to ensure that the work is in accordance with the specifications contained in the Highway Construction Contract; however, all questions regarding the work being performed will be directed to BATA's Resident Engineer for their evaluation and final disposition.

Use of personnel requiring lodging and meal 'per diem' expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. Owner shall also include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed.

## IV. PAYMENT FOR WORK

Owner shall pay its share of the actual cost of said work included in the BATA's highway construction contract within 45 days after receipt of BATA's bill, compiled on the basis of the actual bid price of said contract. The estimated cost to OWNER for the work being performed by the BATA's highway contractor is \$8,610.00.

In the event actual final relocation costs as established herein are less than the sum of money advanced by OWNER to BATA, BATA hereby agrees to refund to OWNER the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of relocation exceeds the amount of money advanced to BATA, in accordance with the provisions of this Agreement, OWNER hereby agrees to reimburse BATA said deficient costs upon receipt of an itemized bill as set forth herein.

Not more frequently than once a month, but at least quarterly, BATA will prepare and submit progress bills for costs incurred not to exceed BATA's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by the OWNER of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The BATA shall submit a final bill to the OWNER within 360 days after the completion of the work described in Section I above. If the OWNER has not received a final bill within 360 days after notification of completion of work described in Section I of this Agreement, OWNER may provide written notification to BATA of its intent to close its file within 90 days and BATA hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the OWNER shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the BATA. If the final bill exceeds the BATA's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the OWNER.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the BATA'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of OWNER.

Detailed records from which the billing is compiled shall be retained by the BATA for a period of three years from the date of the final payment and will be available for audit by OWNER, State and/or Federal auditors. In performing work under this Agreement, BATA agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR, Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent OWNER, State and/or Federal audit determines payments to be unallowable, BATA agrees to reimburse OWNER and/or AGENCY upon receipt of OWNER and/or AGENCY billing. If BATA is subject to repayment due to failure by OWNER to comply with applicable laws, regulations, and ordinances, then OWNER will ensure that BATA is compensated for actual cost in performing work under this agreement.

## V. GENERAL CONDITIONS

All obligations of BATA under the terms of this Agreement are initiated per the provisions of the Cooperative Agreement between BATA and Caltrans dated October 26, 2016.

If BATA's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, BATA will notify OWNER in writing and BATA reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

BATA shall submit a Notice of Completion to OWNER within 30 days of the completion of the work described herein.

It is understood that said highway is a federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understand and acknowledge that this project is subject to the requirements of the Buy America law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance, and will demonstrate Buy America compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) mill test report (MTR). Certification(s) should state, "All manufacturing processes for these steel and iron materials, including the application of coatings have occurred in the United States." All manufacturing processes means melting of the steel through final manufacturing of steel components.

All documents obtained to demonstrate Buy America compliance will be held by the OWNER for a period of four (4) years from the date of final payment to BATA and will be made available to BATA, STATE or FHWA upon request.

One set of copies of all documents obtained to demonstrate Buy America compliance will be attached to, and submitted with, the final invoice.

This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, BATA provides to OWNER any materials that are subject to the Buy America Rule, BATA acknowledges and agrees that BATA shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided

It is further acknowledged that OWNER and BATA, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, Neither BATA nor OWNER shall be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**SAN RAFAEL SANITATION DISTRICT**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Doris Toy  
District Manager/District Engineer

Distribution: 1 original to BATA  
1 original to SRSD  
1 copy to Caltrans R/W Utility File



**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 21-1240**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE A UTILITY AGREEMENT WITH THE  
BAY AREA TOLL AUTHORITY FOR THE  
RICHMOND SAN RAFAEL BRIDGE ACCESS IMPROVEMENT PROJECT**

**THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT,  
COUNTY OF MARIN**, hereby resolves as follows:

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Utility Agreement with the Bay Area Toll Authority for the Richmond San Rafael Bridge Access Improvement Project, a copy of which is hereby attached and by this reference made a part hereof.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 10th day of December 2021 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

\_\_\_\_\_  
**Kate Colin, Chair**

**ATTEST:**

\_\_\_\_\_  
**Maribeth Bushey, Secretary**

7.b.

**SAN RAFAEL SANITATION DISTRICT**  
***Agenda Item No. 7.b.***

**DATE:** December 10, 2021

**TO:** Board of Directors, San Rafael Sanitation District

**FROM:** Doris Toy, District Manager/District Engineer

**SUBJECT:** Adopt Resolution Authorizing the District Manager/District Engineer to Execute a Reimbursement Agreement with the City of San Rafael for Contract and Construction Management of the Third Street Rehabilitation Project

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**RECOMMENDATION:**

Adopt resolution authorizing the District Manager/District Engineer to execute a Reimbursement Agreement with the City of San Rafael for contract and construction management for the Third Street Rehabilitation Project.

**SUMMARY:**

At the November 22, 2019, Board meeting, the Board authorized the District Manager to execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc., for the design and construction related services for the Third Street Sewer Rehabilitation Project. This sewer design project was to be incorporated in the City of San Rafael's Third Street Rehabilitation Project, along with Marin Municipal Water District's pipeline improvements. The City has also obtained CSW/Stuber-Stroeh for its design and construction services. Thus, having the same engineering consultant incorporating all three agencies' projects into one project would result in a more streamlined and efficient project; this would result in a lesser impact on traffic, construction, and safety to the public as well as cost savings.

The District's sewer portion of the work consists of replacing approximately 6,440 feet (1.2 miles) of 6-inch to 18-inch sewer main, 2,200 feet of sewer lateral, and 30 manholes and rod holes in various portions of Third Street, Miramar Avenue, and Miraflores Avenue. The Miramar and Miraflores Sewer Improvement Project is included in the Third Street Rehabilitation Project, since this site is in the vicinity of the Third Street work; the design is completed and the project is designed by the same engineering consultant, CSW/Stuber-Stroeh.

Advertising for the Third Street Improvement Project began on November 24<sup>th</sup>, and the bids are due on January 6, 2022. City staff anticipates that the construction contract for this project will be awarded at the February 7, 2022, City Council meeting.

Since the District's sewer work is included in the City's project, and to continue streamlining the project process, staff wishes to have the City's construction manager and inspector perform similar duties for the District.

**ANALYSIS:**

City staff has drafted a Reimbursement Agreement between the District and the City of San Rafael outlining each agency's duties and responsibilities and District's reimbursement costs for the construction work, construction management, and inspection, which has been reviewed by both the District and the City's legal counsels. The construction work is based on the bid unit costs for the sewer work, and the construction management and inspection are based on the ratio of the sewer work cost from the entire project cost. Based on CSW's engineering estimate, the sewer portion is approximately 17.4% of the entire project, which is approximately \$203,300 for construction management and inspection; and the engineering estimate for construction is \$3,290,000. There is also an additional cost of \$180,700 for the District's share of the pavement restoration.

**FISCAL IMPACT:**

The engineering estimate for construction work, construction management, and inspection is approximately \$3,674,000, which will be reimbursed to the City of San Rafael.

The reimbursement costs will be funded under the 80-Year Life Cycle Sewer Replacement Program from the FY 2021-22 Budget.

**ACTION REQUIRED:**

Staff recommends that the Board adopt the resolution authorizing the District Manager/District Engineer to execute a Reimbursement Agreement with the City of San Rafael for contract and construction management for the Third Street Rehabilitation Project.

Attachments: Reimbursement Agreement  
Resolution



**REIMBURSEMENT AGREEMENT BETWEEN  
THE CITY OF SAN RAFAEL AND SAN RAFAEL SANITATION DISTRICT  
FOR CONTRACT AND CONSTRUCTION MANAGEMENT OF THE  
THIRD STREET REHABILITATION PROJECT**

THIS REIMBURSEMENT AGREEMENT (“AGREEMENT”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the CITY OF SAN RAFAEL, hereinafter referred to as “CITY”, and the SAN RAFAEL SANITATION DISTRICT, hereinafter referred to as “SRSD”, both located in the State of California, collectively the “PARTIES”;

For good and valuable consideration, the PARTIES agree as follows:

**SECTION 1: RECITALS.**

- A. CITY plans to conduct corridor improvements along Third Street starting at Union Street and continuing to Second Street and along Second Street from Shaver Street to 4<sup>th</sup> Street, hereinafter the “ROADWAY PROJECT”.
- B. As part of the ROADWAY PROJECT, the CITY will resurface the roadway along this identified portion of Third Street.
- C. SRSD plans to replace and/or repair sewer facilities within the identified portion of Third Street and Miramar Avenue, hereinafter the “PIPELINE PROJECT”, in advance of the CITY’s final roadway resurfacing associated with the ROADWAY PROJECT.
- D. For efficiency, SRSD has requested the CITY combine the PIPELINE PROJECT with the ROADWAY PROJECT resulting in a JOINT PROJECT and the CITY will manage integration of design plans, the bidding and award of the JOINT PROJECT.
- E. SRSD has separately contracted with the CITY’S design consultants CSW/ STUBER-STROEH ENGINEERING GROUP, INC. and KIMLEY HORN AND ASSOCIATES, INC. for the preparation of final bid documents prepared by the consultant.
- F. The CITY has filed for a CEQA exemption which discussed a JOINT PROJECT and is in the process of preparing design plans for the ROADWAY PROJECT.
- G. The San Rafael City Council and the Board of Directors of SRSD wish to enter into this AGREEMENT and collaborate for the completion of construction bid documents, Caltrans encroachment permit, solicitation of contractor bids, and construction for the JOINT PROJECT.
- H. The AGREEMENT provides that the CITY will manage the integration of design plans, Caltrans encroachment permit, and the bidding and the award of the JOINT PROJECT contract to the lowest responsive bidder, hereinafter referred to as “CONTRACTOR”.
- I. CITY and SRSD wish to enter into this AGREEMENT to clarify the allocation of costs associated with the construction, management, and administration of the PIPELINE PROJECT.

## SECTION 2: PROJECT COORDINATION

- A. All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties named in this Section. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service.

To: SRSD

Doris Toy  
District Manager  
San Rafael Sanitation District  
111 Morphew Street  
San Rafael, CA 94901

To: CITY

Bill Guerin  
Public Works Director  
City of San Rafael  
111 Morphew Street  
San Rafael, CA 94901

- B. SRSD. The District Manager shall be the representative of SRSD for all purposes under this AGREEMENT. Doris Toy is hereby designated as the Project Director for SRSD. SRSD's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of SRSD.
- C. CITY. The Public Works Director shall be the representative of CITY for all purposes under this AGREEMENT. Bill Guerin, the Public Works Director, is hereby designated as the Project Director for CITY. CITY's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of CITY.
- D. The Public Works Director is hereby declared to be the authorized CITY representative in administering this AGREEMENT. The SRSD District Manager is hereby declared to be the authorized SRSD representative in administering this AGREEMENT. Either Party may change its designated representative by providing written notice of the same to the other Party.

## SECTION 3: SCOPE OF AGREEMENT

- A. The PARTIES acknowledge and agree that the sole purpose of this AGREEMENT is to set forth the PARTIES' responsibilities regarding the construction, management, inspection, and administration of the PIPELINE PROJECT portion of the JOINT PROJECT and to set forth the amount that SRSD will reimburse the City for its costs associated with the construction, management, and administration of the PIPELINE PROJECT.
- B. The PARTIES agree that the services needed for the construction contracting, management, and administration of the PIPELINE PROJECT within the JOINT PROJECT include the tasks set forth below:
1. Public Bidding of the Joint Project;
  2. Construction management services of PIPELINE PROJECT;
  3. Payment to CONTRACTOR for PIPELINE PROJECT;

4. Construction Inspection of PIPELINE PROJECT and Procurement of Pipeline Materials; and
5. Material testing services for the PIPELINE PROJECT, including, but not limited to, trench subgrade and backfill compaction and asphalt testing.

C. The PARTIES agree and understand that as part of the JOINT PROJECT, there are various best practices and mitigation measures, that have associated costs, including but not limited to, the preparation of a construction risk management plan and traffic management plan.

#### **SECTION 4: DUTIES OF CITY**

- A. The CITY shall administer a public bid to construct the JOINT PROJECT with a separate bid item for the PIPELINE PROJECT, the plans and specifications for which are incorporated into CITY plans and specifications. Prior to including the PIPELINE PROJECT plans and specifications in the public bid, SRSD will review and provide any revisions to CITY for inclusion in the CITY plans and specifications. Prior to award and entering into a construction contract for the JOINT PROJECT, the CITY shall receive written authorization from SRSD of acceptance of the CONTRACTOR bid item or a portion of the CONTRACTOR'S bid item for the PIPELINE PROJECT.
- B. The CITY shall provide construction management for the JOINT PROJECT. CITY shall require CONTRACTOR to provide the CITY with Payment and Performance bonds for the ROADWAY PROJECT, all in accordance with the terms and conditions of the CITY contract. The CITY shall also require CONTRACTOR to provide SRSD with Payment, and Performance bonds for the PIPELINE PROJECT, all in accordance with the terms and conditions of the CITY contract, which shall be mutually agreed upon by the PARTIES, with the CONTRACTOR.
- C. CITY shall pay CONTRACTOR for the PIPELINE PROJECT in accordance with the unit bid prices and specifications approved by SRSD. No extra work on the PIPELINE PROJECT will be authorized by CITY or CONTRACTOR without prior written approval of SRSD. CONTRACTOR shall receive compensation for such SRSD approved extra work at the unit bid prices and in accordance with the specifications contained in the bid submitted by CONTRACTOR; insofar as such prices are applicable. Where existing contract bid items cannot be extended for payment of such SRSD approved extra work, a change order will be executed between CITY and CONTRACTOR only if such work and cost are authorized in advance by SRSD in writing. The request for approved extra work shall be sent to SRSD 's Project Manager, Tim Tran at [Tim.Tran@cityofsanrafael.org](mailto:Tim.Tran@cityofsanrafael.org).
- D. CITY or its representative shall be responsible for communicating SRSD's decisions regarding PIPELINE PROJECT to CONTRACTOR and coordinating the execution and implementation of SRSD decisions with CONTRACTOR on the PIPELINE PROJECT.
- E. CITY shall require CONTRACTOR to name SRSD as an additional insured on all insurance required to be obtained, including but not limited to CONTRACTOR general liability and automobile policies, and shall require that CONTRACTOR indemnify SRSD to the same extent as CITY under the JOINT PROJECT contract.



- F. CITY shall be responsible for the Project Administration and Construction Management of the JOINT PROJECT and will contract with a construction management firm, referred to herein as CONSULTANT, to provide these services. These services shall include: PIPELINE inspection, daily inspection reports, progress payment preparation, change order preparation, schedule review, claims negotiation, meeting attendance, project reports, labor and wage compliance, utility coordination, project documentation, redline as-built plans, and overall project administration.
- G. CITY shall provide SRSD status updates and other Construction Management information needed to facilitate the construction of the PIPELINE PROJECT on a weekly or an "as needed" basis.
- H. CITY shall prepare and submit to SRSD invoices for CONTRACTOR costs associated with the PIPELINE PROJECT on a monthly basis.
- I. At the completion of the PIPELINE PROJECT, CITY shall prepare and submit invoice to SRSD for CONSULTANT costs associated with the construction management and administration of the PIPELINE PROJECT.

## **SECTION 5: DUTIES OF SRSD**

- A. SRSD shall reimburse CITY for the PIPELINE PROJECT construction costs in accordance with the unit bid prices and specifications authorized in writing by SRSD. SRSD shall also reimburse CITY for any extra or changed work authorized by advanced written notice from SRSD's Project Manager, Tim Tran. SRSD shall review CITY progress payment estimates and provide CITY written notice approving or disapproving each progress payment estimate related to the PIPELINE PROJECT within fourteen (14) calendar days of SRSD receiving each progress payment estimate from CITY. SRSD will remit payment to CITY within twenty-one (21) calendar days following its approval of a PIPELINE PROJECT progress payment.
- B. SRSD shall review CONTRACTOR change orders for extra work on the PIPELINE PROJECT and provide CITY a written notice of approval or disapproval of extra work within three (3) days of receiving each request. SRSD shall be responsible for CONTRACTOR claims arising from SRSD's failure to timely approve or disapprove CONTRACTOR change orders for extra work.

SRSD shall be responsible for delays to the JOINT PROJECT which are a direct result of unavoidable delays in the work prosecution or completion of PIPELINE PROJECT. Unavoidable delays in the work prosecution or completion shall mean all delays resulting from causes beyond the CONTRACTOR'S control which they could not reasonably have anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence and which actually and necessarily cause a delay in the completion of the whole work. Any delay which results from SRSD changes in the amount of work to be done, the quantity of material to be furnished, or the schedule of other forces working concurrently for SRSD, shall be the responsibility of SRSD. Any delay caused by SRSD's or another PIPELINE PROJECT related utility's failure to provide for removal or relocation of existing main or trunkline utility facilities located on the construction site which are not

identified with reasonable accuracy in the contract document, will be defined as right-of-way delays and will be paid for as outlined below.

Right-of-way delays will be considered unavoidable, and the responsibility of SRSD, to the extent that they actually and necessarily delay the CONTRACTOR'S completion of the whole work on the PIPELINE PROJECT. Unavoidable delays do not include delays caused directly or indirectly by the default, delay, or other breach of the CONTRACTOR or any subcontractor of the CONTRACTOR. Delays due to adverse weather conditions will be regarded as unavoidable only to the extent that they actually and necessarily cause a delay in completion of the whole work and to the extent that such condition could not reasonably have been anticipated and mitigated or avoided by the exercise of care, prudence, foresight, and diligence of the CONTRACTOR.

- C. In order to bear all costs associated with and arising from construction management and administration of the PIPELINE PROJECT within the JOINT PROJECT, SRSD shall reimburse CITY for 17.4% of all construction management CONSULTANT costs associated with the JOINT PROJECT. CITY shall prepare and submit an invoice for CONSULTANT costs at the completion of the PIPELINE PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD.

Said reimbursement ratio of 17.4% was calculated based on the following estimate:

$$\frac{\$3,290,000 \text{ PIPELINE PROJECT IMPROVEMENTS}}{\$18,900,000 \text{ JOINT PROJECT IMPROVEMENTS}} = \underline{17.4\%}$$

SRSD shall reimburse CITY for CONSULTANT construction management and administration fees in the amount of \$203,300 at the completion of the PIPELINE PROJECT based upon the following calculation:

$$\begin{aligned} &\text{The CONSULTANT Construction Management fee is \$1,168,300 (including} \\ &\text{materials testing).} \\ &\underline{17.4\% \times \$1,168,300 = \$203,300.} \end{aligned}$$

- D. PARTIES agree to work cooperatively to renegotiate cost sharing of CONSULTANT fees for construction management and administration should there be a change in these fees or scope of the PIPELINE PROJECT.
- E. SRSD shall reimburse CITY for 17.4% of all costs associated with and arising from Water Pollution Control and the Project Schedule of the PIPELINE PROJECT within the JOINT PROJECT. CITY shall prepare and submit an invoice for these construction costs at the completion of the PIPELINE PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD.
- F. SRSD shall reimburse CITY for administration and trench cost savings from restoring the pavement using a straight trench versus the standard t-cut trench section described in the Marin County Uniform Construction Standards 2018 for the pipeline within the CITY'S ROADWAY PROJECT limit. SRSD and City have agreed on an amount of \$3.82 per square foot of trench within pavement restoration area, which is a total of \$180,700. CITY shall prepare and submit an invoice for this amount at the completion of the PIPELINE

PROJECT, which shall be paid within thirty (30) calendar days of receipt by SRSD. All surface restoration for other PIPELINE PROJECT work outside the ROADWAY PROJECT boundaries shall be restored per the Marin County Uniform Construction Standards 2018 and City of San Rafael Pavement Restoration Matrix dated June 30, 2021 upon installation of the pipeline and restoration of the roadway pavement.

- G. CITY shall provide inspection services for all construction of the PIPELINE PROJECT. SRSD shall review and approve all submittals required by the PIPELINE PROJECT specifications within ten (10) calendar days of receipt by SRSD.
- H. CITY shall provide materials testing services for the PIPELINE PROJECT, including, but not limited to materials testing of the trench subgrade, backfill, and asphalt compaction used for trench restoration. Materials testing services shall be paid for by SRSD. Sewer trench backfill material including but not limited to, crushed rock, class 2 aggregate base, control density fill and hot mix asphalt shall be provided by the CONTRACTOR and shall be paid per the SRSD Bid Item price for said items.

## SECTION 6: PARTNERING

- A. The PARTIES agree to participate in the Formal Collaborative Partnering Process described below with the project CONTRACTOR.
- B. Formal Collaborative Partnering for this project will start within 30 days of the issuance of the Notice to Proceed to CONTRACTOR and will include the following:
  - a. CITY and CONTRACTOR will contract with an IPI Certified Independent Professional Neutral Partnering Facilitator;
  - b. A "Partnering Charter" containing the joint development of goals will be developed collaboratively between the CITY, MMWD, SRSD, and the CONTRACTOR;
  - c. A periodic, joint evaluation of the Partnering process;
  - d. Executive Level, Core Team, and Stakeholder Partnering;
  - e. A Partnering Follow-up Plan to resolve potential problems at the lowest possible level; and
  - f. A Training Plan for development of partnering skills.
- C. Participation in the formal partnering process will not void any portion of the contract. All rights and remedies set forth in the final contract will be preserved.

## SECTION 7: MISCELLANEOUS TERMS

- A. Term of Agreement: This AGREEMENT shall terminate upon SRSD acceptance of the completed PIPELINE PROJECT, provided that SRSD reimbursement and CITY and SRSD indemnification duties shall continue following the end of such term.



- B. Termination: This AGREEMENT may be terminated, without cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following CITY rejection of bids as provided herein, and may be terminated, with cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following the notified Party's failure to cure or correct the cause of termination notice, within thirty (30) calendar days receipt of that notice.
- C. Amendment and Merger: This AGREEMENT contains all the terms and conditions made between the PARTIES to this AGREEMENT and may only be modified by written AGREEMENT signed by all the PARTIES to this AGREEMENT or their respective successors-in-interest. This writing is intended both as a final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both PARTIES.
- D. Agreement Binding: The terms and provisions of this AGREEMENT shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators or to any approved successor, as well as to any assignee or legal successor to any PARTIES to this AGREEMENT. Any terms of this AGREEMENT that by their nature extend beyond the term (or termination) of this AGREEMENT shall remain in effect until fulfilled and shall apply to both PARTIES' respective successors and assigns.
- E. Cooperation: The PARTIES pledge cooperation during the term of this AGREEMENT.
- F. No Third-Party Beneficiaries: Nothing contained in this AGREEMENT shall be construed to create, and the PARTIES do not intend to create any rights in third parties.
- G. Severability: If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term, covenants or conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- H. No Waiver: The waiver by either of the PARTIES of any default under this AGREEMENT shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
- I. Time is of the Essence: Time is of the essence with respect to the performance of every provision of this AGREEMENT for which time or performance is a factor. PARTIES agree to adhere to all deadlines stated in the approved project specifications.
- J. Mediation: Any dispute or claim in law or equity between the CITY and SRSD arising out of this AGREEMENT, if not resolved by informal negotiation between the PARTIES, shall be mediated. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of

resolution. If mediation is unsuccessful, the PARTIES may avail themselves of any other remedies.

**K. Applicable Law:** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.

**L. No Presumption Regarding Drafter:** The PARTIES acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the PARTIES and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this AGREEMENT. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

**M. Assistance of Counsel:** Each Party to this AGREEMENT warrants as follows:

a. That each Party had the assistance of counsel in the negotiation for, and the execution of, this AGREEMENT and all related documents; and

b. That each Party has lawfully authorized the execution of this AGREEMENT.

**N. Section Headings:** The section headings contained in this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

**O. Counterparts and Electronic Signatures:** This AGREEMENT may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

CITY OF SAN RAFAEL

SAN RAFAEL SANITATION DISTRICT

\_\_\_\_\_  
Jim Schutz, City Manager

\_\_\_\_\_  
Doris Toy, District Manager/District Engineer

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Lindsay Lara, City Clerk

By: \_\_\_\_\_  
Cynthia Hernandez, District Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Robert Epstein, City Attorney

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Kerry L. Gerchow, Deputy County Counsel



**SAN RAFAEL SANITATION DISTRICT**

**RESOLUTION NO. 21-1241**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN RAFAEL SANITATION DISTRICT  
AUTHORIZING THE DISTRICT MANAGER/DISTRICT ENGINEER  
TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE  
CITY OF SAN RAFAEL FOR THE  
THIRD STREET REHABILITATION PROJECT**

**THE BOARD OF DIRECTORS OF THE SAN RAFAEL SANITATION DISTRICT,  
COUNTY OF MARIN,** hereby resolves as follows:

The District Manager/District Engineer is hereby authorized to execute, on behalf of the San Rafael Sanitation District, a Reimbursement Agreement with the City of San Rafael for the Third Street Rehabilitation Project, a copy of which is hereby attached and by this reference made a part hereof.

**PASSED AND ADOPTED** at a special meeting of the San Rafael Sanitation District Board of Directors held on the 10th day of December 2021 by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT/ABSTAIN:**

**SAN RAFAEL SANITATION DISTRICT**

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**Kate Colin, Chair**

**ATTEST:**

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**Maribeth Bushey, Secretary**



**SAN RAFAEL SANITATION DISTRICT**  
*Agenda Item No. 7.c.*

**DATE:** December 10, 2021  
**TO:** Board of Directors, San Rafael Sanitation District  
**FROM:** Doris Toy, District Manager/District Engineer  
**SUBJECT:** Consider Cancellation of the January 6, 2022, Board Meeting

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Staff requests that the Board consider canceling the January 6, 2022, Board meeting for the following reasons:

- District staff will be taking vacation at various times in December and early January.
- December regular Board meeting was cancelled and rescheduled for the following week, i.e., December 10<sup>th</sup>.
- Since most contractors and agencies are closed during the holidays, staff does not anticipate any issues that would require Board action for the January meeting.

# San Rafael Sanitation District

*Agenda Item No. 8.a.*

**DATE:** December 10, 2021

**TO:** Doris Toy, District Manager/District Engineer

**FROM:** Wes Sitchler, Sewer Maintenance Supervisor

**Subject:** Category 1 SSO at 4 Highland Avenue

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## DESCRIPTION OF EVENT

On November 18, 2021, at 4:43 P.M., a homeowner called Cindy Hernandez about sewage that had been coming down the hillside at the intersection of Union and Jewell Streets for a couple of weeks. Cindy called Kris Ozaki, the District's Operations and Maintenance Manager, to ask how to proceed because it sounded like a private call. Kris told her to be on the safe side and call Roto-Rooter to check it out. His thinking was that if it turned out to be a private call, it would be great; and if not, Roto-Rooter would let us know. Cindy then called Roto-Rooter to have them respond to the call, as they are our afterhours service.

At 6:25 P.M., Jelani from Roto-Rooter arrived at the site and determined that it was our sewer system that was leaking, after dye testing our sewer line and seeing dye come out on the hillside. Jelani called Cindy to tell her it was our problem. She then called Kris and advised him that it was our sewer line that was leaking. Shortly after that, Kris arrived at the site and met with Jelani. Jelani informed Kris that the caller reported that the spill had begun three weeks earlier. Kris then called Chris Robarge, Sewer Maintenance Worker II, and me to come in and assist with the spill. I arrived at about 8:00 P.M., and Chris arrived at about 8:18 P.M. and started trying to clear the line with our Vactor truck. At 8:16 P.M., I contacted the California Office of Emergency Services (OES) and reported that we had a Category 1 Sanitary Sewer Overflow (SSO). I also reported that approximately 1,000-gallons of untreated sewage had entered the San Rafael Canal and received Control Number 21-6589. At that time, we were unsure on the exact volume of the SSO, so I made up the reported number of 1,000 gallons. I told OES that I would update that number after our investigation was concluded.

At 8:22 P.M., I called Lee Bryant, Senior Environmental Health Specialist from Marin County Environmental Health Services (EHS), and informed her about the spill. I let her know that I did not yet have enough information to determine the cause or the amount of the spill and that I would contact her with more information as I received it.

At 8:31 P.M., we cleared the stoppage, which consisted of rocks and grit. We also televised the sewer pipe in order to determine how the wastewater was getting out of the pipe. We believe that the wastewater was leaking from some cracks and a couple of small voids in the sewer main and was flowing into a corrugated metal storm drain pipe, that drained out onto the hillside between numbers 4 and 16 Highland Avenue. The wastewater then continued to run down the side of Jewell Street into an earthen ditch before it entered a catch basin at the corner of Jewell Street and Eucalyptus Lane where it flowed down the storm drain system and into the Montecito Stormwater

Pump Station (MSPS). At approximately 9:00 P.M., we had John Shindelus from the San Rafael Department of Public Works (DPW) come in and turn off their pump station in order to contain the wastewater and keep it from entering the San Rafael Canal. Earlier in the evening, Kris retrieved the water tanker from the Corporation Yard in order to refill the Vactor with recycled water. The area around 4 Highland Avenue was then washed down with the remaining recycled water in the water tanker, and that water was removed with our Vactor truck.

We also called in Steven Seidler and Mike Ferreira, Sewer Maintenance Workers I/II, to set up our 4-inch bypass pump at the MSPS to pump the water we had contained back into our sewer system at a nearby sewer manhole on Third Street. At 11:00 P.M., I spoke with Lee Bryant again and told her that we had cleared the stoppage and cleaned up the area and were setting up a bypass pump. She was fine with what we had done so far but wanted to visit the spill site and the stormwater pump station the next day. We pumped the wastewater from the stormwater pump station from around midnight on Thursday, November 18<sup>th</sup>, until approximately 3:00 P.M. on Sunday, November 21<sup>st</sup>, when there was no longer any water to pump. During that time, we were informed by DPW that one of their flap gates was inoperable and that the MSPS is back fed with Bay water during high tides. This became a great concern to CMSA, as they are not equipped to process and treat salt water. On Saturday, November 20<sup>th</sup>, Kris worked with John to identify which pipe was leaking Bay water back into the pump station and blocked it off with an inflatable pipe plug. After the pipe was successfully blocked off, the water level in the wet well slowly began to drop.

On Friday, November 19<sup>th</sup>, Lee Bryant inspected the spill site and the stormwater pump station in order to determine whether water samples and/or warning signs would be needed. She wanted to have water samples taken at three locations. The water samples were then taken to Brelje and Race Laboratories in Santa Rosa (CMSA's lab was too busy at the time) to be tested for ammonia, total and fecal coliform, and enterococcus. We later took some additional water samples from this spill to CMSA's lab once they were available. Lee instructed us to post signs at six locations along the San Rafael Canal (two signs at each of the following locations: Lowrie Yacht Harbor, 101 Surf Shop, Montecito Plaza by the stormwater pump station, and Beach Park.). We posted one sign each at Terrapin Crossroads and 9 Bay Street.

After several days of sampling and the results coming back high in Enterococcus, we gave Lee Bryant a copy of our Creek Benchmark Samples (which we have been doing for several years at predetermined waterways around the City) that show how polluted the waterways are, even without a sewer spill. One of the locations is Beach Park, which is just west and across the San Rafael Canal from the MSPS. Lee was looking at the background monitoring samples of Beach Park, which was impacted in the Highland spill, and three of the four samples between September 2021 and October 2021 exceeded the permissible levels, especially for Enterococcus, even without a known spill event. With this information, she said we could cease sampling and remove posting, which we did on December 1<sup>st</sup>. She stated that it did not seem necessary to pull samples for a water system that was already impacted and that she would consider this spill abated.

We used the Estimation Worksheet for Upstream Lateral Connections to calculate the size of the spill. This calculation involves the number of laterals that are upstream of the spill (22) along with the average daily water usage for a single-family home (187 gallons) in that area and the duration of the spill, which began October 31<sup>st</sup> at approximately 1:00 P.M. This information was determined by talking with some of the neighborhood homeowners about when they first noticed the spill. The spill was stopped on November 18<sup>th</sup> at 8:31 P.M., which was when the District



responded to the call regarding the spill. We calculated that the total spill was 75,255 gallons, and we recovered 53,180 gallons, which left a remainder of 22,792 gallons that were not recovered. I then called the California OES and updated the final amount of the spill.

#### ANALYSIS

We believe this SSO could have been caused by the aftermath of the Bomb Cyclone event that occurred on October 24th. During that rain event, we received an unprecedented amount of water in a short period of time. We have yet to determine where the rock and grit originated from but have identified a low spot in the pipe where the rock and grit collected. This segment of pipe where the SSO occurred is on our cleaning list for the rodder. The last time it had been cleaned was early June, and the crews reported light roots in the pipe.

#### ACTION ITEMS

- Repair Pipe - Westland Contractors is working up a quote to replace the section of pipe on Highland with multiple cracks and voids.
- Investigate Upstream Pipe System - We need to find the source of the rock and grit coming from upstream and have added the pipes upstream of this location to the next closed-circuit televising (CCTV) project.
- Public Outreach - The District has partnered with RVSD and other Marin sanitary agencies in producing a short video to be shown on YouTube and as a television ad to inform residents to "call us first." We will also be sending District-wide postcards. Hopefully, the word will get out and people will not wait three weeks before calling in an SSO.
- Purchase Pump Hose Ramps - When we did the bypass pumping, the pump hose ran across one lane of traffic, so we set up a ramp to allow vehicles to drive over it. We had to borrow a ramp from RVSD, since the temporary ramp we built did not work well; the vehicles were driving too fast when they went over the ramp, and it was constantly shifting. Thus, we are currently researching various hose ramps for purchase.

# San Rafael Sanitation District

## *Agenda Item No. 8.a.*

**DATE:** December 10, 2021

**TO:** Doris Toy, District Manager/District Engineer

**FROM:** Wes Sitchler, Sewer Maintenance Supervisor

**Subject:** Category 1 SSO at 225 Prospect Drive

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### DESCRIPTION OF EVENT

On Saturday, November 6, 2021, at 12:21 P.M., Allan Lee, a Sewer Lead Maintenance Worker, came into the office for scheduled overtime to pump down the Third Street Pump Station because we had no electrical power at the station. Therefore, he had to run a portable generator to pump down the station. As Allan was getting ready to go out to the pump station, he noticed there was a message on the office phone. He played the voicemail message and heard an anonymous message from a gentleman that came in at 9:30 A.M. stating that while he was walking his dog by 225 Prospect Drive, he noticed sewer water coming from a cleanout and going down the ditch. Allan then finished getting ready and drove the rodder truck over to Prospect Drive. While in route, Allan called Fernando Lara with Roto-Rooter and asked him whether Roto-Rooter had received any calls from this address and was told that they had not. Allan then asked Fernando to come to the site to assist him. Allan and Fernando arrived at 12:47 P.M., and Allan assessed the spill site and determined that sewage was coming from the water meter box in front of 225 Prospect Drive and going into the ditch. They found that Manhole No. 1649 was holding water. Allan then called Kris Ozaki, the District's Operations and Maintenance Manager, and informed him that we had a Category 1 Sanitary Sewer Overflow (SSO).

At 1:05 P.M., Allan contacted Wes Fredenburg, a Sewer Maintenance Worker I, and had him come in and bring the Vactor truck to the spill site. At 1:38 P.M., Fernando and Allan restored the flow after clearing the stoppage with the rodder truck by using 4-inch blades and then 6-inch blades to clear the root from the pipe. At this time, James Pacheco from Plumbing Pros arrived on site. He informed Allan that he was there for Lisa, the owner of 225 Prospect Drive, for a private overflowing lateral. Allan was then introduced to Lisa, and he started to get a timeline for when she noticed the water coming out of the water meter box. According to Lisa, she noticed the spill on November 2, 2021, at 7:48 A.M. and emailed Brodie Thurmon with the Marin County Public Works Department. He then forwarded the email to their Flood Control Division. Next, he gave Lisa the number to call for the Marin Municipal Water District because the box lid had MMWD on it. Lisa then emailed MMWD to ask them to check the water meter to see if it was leaking. Lisa had previously seen an MMWD worker in front of her home on November 4<sup>th</sup> but did not speak to him/her. She instead sent a follow-up email to MMWD to ask if the problem had been fixed but did not get a response. On November 6<sup>th</sup>, at 10:45 A.M., Lisa saw an MMWD worker and asked if he knew what the problem was, and he told her that it was sewage and that it was not an MMWD problem. Lisa then called SRPD's non-emergency number and left her name and

number, but she did not hear back from them. The District did not receive any notification about this spill until Allan listened to the message on the office phone on November 6<sup>th</sup>.

At 2:13 P.M., Allan contacted the California Office of Emergency Services (OES) and reported that we had a Category 1 SSO. After giving them all of the details on the spill, he received Control Number 21-6304. Once Wes arrived with the Vactor truck, the crew started cleaning the street and ditch area by washing it down with water. They then recovered all of that water with the vacuum system on the Vactor truck.

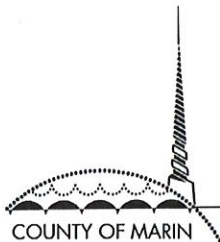
At 3:44 P.M., Allan spoke with Lee Bryant from Marin County Environment Health Services (EHS) to discuss the spill and which waterways might be affected by it. She was not familiar with the area, so she decided to come out to the spill location. When Lee arrived at 3:52 P.M., Allan and Lee looked at the map and walked the neighborhood. He showed her the Brookdale Creek and the surrounding areas. Lee then determined where the water samples needed to be taken and advised Allan that warning signs did not need to be posted because of the weather and the rainwater in the ditches. At 5:50 P.M., Allan spoke with OES and gave them a spill volume of 5,517 gallons. On the morning of November 8, 2021, Allan took samples at the following three locations: the Brookdale Creek entrance, behind the Deli at Linden Lane, and Grand Avenue at Lincoln Avenue and delivered them to Brelje and Race Laboratories.

#### ANALYSIS

The segment of pipe where the SSO occurred had been televised earlier this year as part of the Sanitary Sewer Televising Project 2019 performed by Pipe and Plant Solutions. However, Pipe and Plant Solutions had abandoned the televising of this sewer line because of root intrusion and broken pipe and failed to notify the District that this pipe was in such poor condition. When our engineering staff reviewed the footage, they did not notify the maintenance staff that this pipe needed attention.

#### ACTION ITEMS

- Pipe Improvement - Since the poor section of this pipe is in a segment that runs along and under a rock retaining wall is and adjacent to a utility pole, we have decided to reroute the upstream flow and connect to another pipe system on Prospect Drive by installing 150 feet of new pipe and then connecting it to an existing sewer rod hole, which will be replaced with a manhole. We will then abandon the pipe section upstream of the break. This work is scheduled to be completed before the end of the year.
- PACP (Pipeline Assessment Certification Program) Training - Our new engineering staff, who have not received the NASSCO PACP training, are scheduled to take the training in February 2022. This training will help staff learn how to identify structural problems with pipe and to become more aware of potential problems.
- Contract Specifications Improvement - We will revise our contract specifications to direct the contractor to notify the District whenever they see an immediate potential failure or blockage in a pipe during their work and to require the contractor to submit their reports and videos on a weekly basis.



OFFICE OF THE  
COUNTY COUNSEL

10.a.

December 1, 2021

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**Re: Closed Session – Conference with Legal Counsel—Anticipated Litigation**

Dear Board Members:

I request that you conduct a closed session during your special meeting on December 10, 2021, to discuss pending litigation involving the San Rafael Sanitation District. In my opinion, public discussion of this matter would prejudice your position.

The specific reasons and the legal authority for the closed session is: Government Code section 54956.9(d)(2).

DEPUTIES

Colleen McGrath  
ADMINISTRATIVE SERVICES  
OFFICER

It should be noted that Government Code section 54954.5 requires the Board to post a Closed Session item on the Board Agenda. With respect to the above referenced matter, the agenda description should read as follows:

**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED  
LITIGATION**  
**California Government Code section 54956.9(d)(2)**  
**Number of Cases: One**

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Should you have any further questions, please contact me.

Very truly yours,

Kerry Gerchow  
Deputy County Counsel