



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

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

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

BOARD MEETING AGENDA

October 17, 2019

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

Estimated Time

4:30 PM

1. PUBLIC COMMENT

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

4:35 PM

2. CONSENT CALENDAR:

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

- A. Approve the Board Minutes for October 3, 2019
- B. Approve the Warrant List for October 17, 2019
- C. Approve Board Compensation for September, 2019
- D. Approve Conference request for Clark to attend the CASA Winter Conference in Indian Wells on January 21-23, 2020
- E. Approve requests for Murray to attend the Promoting Trust in a Divisive World Webinar on October 10, 2019, NACE Western Area Conference on Corrosion Control in Long Beach on November 11-14, 2019 and the CASA Conference in Washington DC February 24-26, 2020
- F. Approve Award of Contract to CPMC for On-Call Scheduling and Estimating Support for the Secondary Treatment Plant Upgrade and Recycled Water Expansion
- G. Approve Application of Allocation of Capacity for APN 179-242-24, 3 Oak Ridge Road

Possible expenditure of funds: Yes, Item B through F.

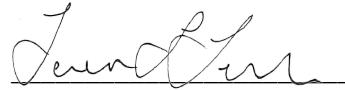
Staff recommendation: Adopt Consent Calendar – Items A through G.

-
- 4:45 PM 3. AB 1826 AND SB 1383 UPDATE**
- Kim Scheibly from Marin Sanitary Service will brief the Board on AB 1826 – Recycling of Organic Waste and SB 1383 – Reducing short-lived climate pollutants.
- 5:15 PM 4. APPROVAL OF LEASE AGREEMENT AND BUDGET REVISION**
- Board and staff to discuss a lease execution for 101 Lucas Valley Road for a five-year term at an initial rate of \$7,796/mo. for 3,560 square feet of office space and an associated budget revision.
- 5:25 PM 5. INFORMATION ITEMS:**
- A. STAFF/CONSULTANT REPORTS:
1. General Manager Report – Verbal
- 5:45 PM 6. BOARD REPORTS:**
1. LAFCO - Verbal
 2. Gallinas Watershed Council / Miller Creek Watershed Council– Verbal
 3. JPA Local Task Force on Solid and Hazardous Waste – Verbal
 4. Flood Zone 7 - Verbal
 5. NBWA – Verbal
 6. NBWRA/North Bay Water – Verbal
 7. Engineering Subcommittee – Verbal
 8. Other Reports – Written - 34th Annual WasteReuse Symposium
- 6:05 PM 7. BOARD REQUESTS:**
- A. Board Meeting Attendance Requests – Verbal
 - B. Board Agenda Item Requests – Verbal
- 6:10 PM 8. VARIOUS ARTICLES AND MISCELLANEOUS DISTRICT CORRESPONDENCE**
- 6:20 PM 9. ADJOURNMENT**
- 10. FUTURE BOARD MEETING DATES – NOVEMBER 7, NOVEMBER 21 AND DECEMBER 5**

AGENDA APPROVED:	Craig K. Murray, Board President	David Byers, Legal Counsel
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CERTIFICATION: I, Teresa Lerch, District Secretary of the Las Gallinas Valley Sanitary District, hereby declare under penalty of perjury that on or before October 14, 2019 at 4:30 p.m., I posted the Agenda for the Board Meeting of said Board to be held October 17, 2019 at the District Office, located at 300 Smith Ranch Road, San Rafael, CA.

DATED: October 11, 2019



Teresa L. Lerch
District Secretary

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

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

MINUTES OF OCTOBER 3, 2019

1
2
3 THE BOARD OF DIRECTORS OF THE LAS GALLINAS VALLEY SANITARY DISTRICT MET IN OPEN
4 SESSION ON OCTOBER 3, 2019 AT 4:33 PM, AT THE DISTRICT OFFICE, 300 SMITH RANCH ROAD,
5 SAN RAFAEL, CALIFORNIA.
6

7
8 **BOARD MEMBERS PRESENT:** M. Clark, R. Elias, C. Murray, J. Schriebman and
9 C. Yezman
10

11 **BOARD MEMBERS ABSENT:** None.
12

13 **STAFF PRESENT:** Mike Prinz , General Manager; Mike Cortez, District
14 Engineer; Teresa Lerch, District Secretary; Robert Ruiz,
15 District Treasurer
16

17 **OTHERS PRESENT:** Patrick Richardson, District Counsel
18

19 **ANNOUNCEMENT:** President Murray announced that the agenda had been
20 posted as evidenced by the certification on file in
21 accordance with the law.
22

23 **PUBLIC COMMENT:** None.
24

25
26 **CONSENT CALENDAR:**

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

- 29 A. Approve the Board Minutes for September 19, 2019
30 B. Approve the Warrant List for October 3, 2019
31 C. Approve November-December Board Meeting Schedule
32 D. Approve Resolution 2019-2177 – Resolution Authorizing an Amendment to the Contract
33 Between the Board of Administration California Public Employees' Retirement System and
34 the Board of Directors Las Gallinas Valley Sanitary District
35

36 **ACTION:**

37 Board approved (Schriebman/Yezman 5-0-0-0) the Consent Calendar items A through D.

38 AYES: Clark, Elias, Murray, Schriebman and Yezman.

39 NOES: None.

40 ABSENT: None.

41 ABSTAIN: None.
42

43 **POTENTIAL REVISION OF BOARD POLICY B-60**

44 Board and staff discussed the potential revision of Board Policy B-60. Changes to Board Policy B-60-11 will
45 be presented to the Board by Resolution at an upcoming Board meeting.
46

47 **INFORMATION ITEMS:**

48 **STAFF / CONSULTANT REPORTS:**

- 49 1. General Manager Report – Verbal – Prinz reported.
50

51 Cortez left at 5:43 pm.
52
53
54
55

56 **ACTION:**
57 Board approved (Schriebman/Clark 5-0-0-0) a motion to reconsider the original motion to adopt the
58 Consent Calendar.

59 AYES: Clark, Elias, Murray, Schriebman and Yezman.

60 NOES: None.

61 ABSENT: None.

62 ABSTAIN: None.

63 **ACTION:**

64 Board approved (Schriebman/Yezman 5-0-0-0) amending the original motion to adopt only items A, B and
65 C of the Consent Calendar.

66 AYES: Clark, Elias, Murray, Schriebman and Yezman.

67 NOES: None.

68 ABSENT: None.

69 ABSTAIN: None.

70 **ACTION:**

71 Board approved (Schriebman/Yezman 5-0-0-0) Resolution 2019-2177 – A Resolution Authorizing an
72 Amendment to the Contract Between the Board of Administration California Public Employees'
73 Retirement System and the Board of Directors Las Gallinas Valley Sanitary District

74
75 AYES: Clark, Elias, Murray, Schriebman and Yezman.

76 NOES: None.

77 ABSENT: None.

78 ABSTAIN: None.

79

80 **BOARD REPORTS:**

- 81 1. LAFCO – Verbal – Murray reported
82 2. Gallinas Watershed Council / Miller Creek Watershed Council – Verbal – Schriebman reported.
83 3. JPA Local Task Force on Solid and Hazardous Waste – Verbal – no report.
84 4. Flood Zone 7– Verbal – Yezman reported.
85 5. NBWA
86 Board Committee – Written – Clark reported.
87 Steering Committee – Verbal – Clark reported
88 JTC – Written– Schriebman reported.
89 6. NBWRA /North Bay Water – Verbal - no report.
90 7. Engineering Subcommittee – Verbal – no report.
91 8. Other Reports –Verbal – Yezman reported on a Marin Community Foundation meeting.

92

93 Richardson left at 6:21 pm.

94

95 **BOARD REQUESTS:**

96 A. Board Meeting Attendance Requests – Clark requested to attend the Winter CASA conference in
97 Indian Wells on January 21-23, 2020.

98 B. Board Agenda Item Requests -none.

99

100 **VARIOUS ARTICLES AND MISCELLANEOUS DISTRICT CORRESPONDENCE:**

101 Discussion ensued.

102

103 **ADJOURNMENT:**

104

105 **ACTION:**

106 Board approved (M/S Schriebman/Elias 5-0-0-0) the adjournment of the meeting at 6:47 pm.

107 AYES: Clark, Elias, Murray and Yezman.

108 NOES: None.

109 ABSENT: None.

110 ABSTAIN: None.

111

112 The next Board Meeting is scheduled for October 17, 2019 at the District Office.

113

114 ATTEST:

115

116

117

118 _____
Teresa Lerch, District Secretary

119

120

121 APPROVED:

122

123

124 _____

125 Craig K. Murray, Board President

SEAL

Las Gallinas Valley Sanitary District
Warrant List
10/17/2019 -DRAFT

Agenda Item 2B
October 17, 2019

	Date	Num	Vendor	Original Amount	Addition and Adjustment	Total Amount	Description for items > \$1000
1	10/17/2019	ACH	A and P Moving Inc	84.70		84.70	
2	10/17/2019	N/A	Accountemps	2,338.40		2,338.40	Clerical help/ Admin & AP
3	10/17/2019	EFT	ADP, Inc	99.45		99.45	
4	10/17/2019	ACH	Amesos Plumbing, Inc.	1,262.24		1,262.24	Repair of restroom flush valve - Shop location
5	10/17/2019	N/A	ArcSine Engineering	2,702.73		2,702.73	Marin Lagoon Pump Station (Inv 13588 through 8/31/19)CPI #18300-01
6	10/17/2019	ACH	CalPERS CERBT-OPEB	11,630.00		11,630.00	Employee salary deferrals 8/30/19 paydate
7	10/17/2019	N/A	Cintas Corporation	125.06		125.06	
9	10/17/2019	N/A	Comet Building Maintenance, Inc.	1,568.37		1,568.37	Janitorial Service/supplies
10	10/17/2019	ACH	Contractor Compliance and Monitoring, Inc	2,378.00		2,378.00	Invoice for review of Labor compliance
11	10/17/2019	ACH	Core Utilities, Inc.	720.00		720.00	
12	10/17/2019	ACH	Data Instincts	1,995.00		1,995.00	Provide Public Info and Awareness Svcs & Guidance to LGVSD during 2019
13	10/17/2019	EFT	Direct Dental Administrators, LLC	293.20		293.20	
14	10/17/2019	ACH	Elias, Rabi	200.00		200.00	Board Medical Benefit
15	10/17/2019	ACH	EOA, Inc.	28,317.71		28,317.71	Regulatory Compliance Consulting Services for (September 2019)
16	10/17/2019	ACH	Gardeners' Guild	1,090.00		1,090.00	Landscape maintenance for - October 2019
17	10/17/2019	ACH	Hanford ARC	6,597.50		6,597.50	LMC Revegetation Maintenance Services(9/1/2019 - 9/30/2019)CPI #11500-09
18	10/17/2019	ACH	Harrington Industrial Plastics, LLC	623.54		623.54	
19	10/17/2019	N/A	Harrison, Miles	3,000.00		3,000.00	Car exterior touch up on 6 autos that had over spray from roof painting
20	10/17/2019	N/A	Irish and Son Welding, Inc	645.00		645.00	
21	10/17/2019	N/A	JDB Systems	5,861.25		5,861.25	Equipment repair for Hyrdo Ranger On Install new Hardworks PH MeterEquipment repair, Test Ballast on UV System
22	10/17/2019	ACH	Jenfitch	2,755.00		2,755.00	Recycled Water Disinfection
23	10/17/2019	N/A	Kenny/Jenks Consulting, Inc.	36,507.45		36,507.45	STPURWE - Construction Management & Inspection Service (August 2019) CIP#12600-07
24	10/17/2019	ACH	Knights' Electric, Inc.	4,987.00		4,987.00	Motor Control Center Reattached - Repair
25	10/17/2019	N/A	KYOCERA	1,100.30		1,100.30	Contract maintenance for two copiers - Admin
26	10/17/2019	N/A	Marin Ace	172.75		172.75	
27	10/17/2019	N/A	Marin Independent Journal	315.68		315.68	
28	10/17/2019	ACH	Murray, Craig	125.00		125.00	Board Medical Benefit
29	10/17/2019	N/A	MWH Constructors, Inc.	189,286.96		189,286.96	Recycled Water Facility Expansion CM & Insp services (8/3/19-9/6/19) CIP#12600-02

Las Gallinas Valley Sanitary District
Warrant List
10/17/2019 -DRAFT

30	10/17/2019	N/A	North Bay Petroleum	1,318.75	1,318.75	Unleaded gas for district trucks
31	10/17/2019	ACH	Nute Engineering	4,261.75	4,261.75	Plant Improvements 2018 Engineering Services during construction (8/1/2019 - 8/31/2019)CIP#12600-02
32	10/17/2019	N/A	Operating Engineers Local No. 3	413.56	413.56	
33	10/17/2019	N/A	Pacific Gas & Electric - 1991349158-5	5,995.68	5,995.68	Service for all various meters with in the district.
34	10/17/2019	N/A	Rachel Z Kamman, PE	4,380.50	4,380.50	LMC Rock vane Repair - Construction & Inspection Services (September 2019) CPI# 11500-09
35	10/17/2019	ACH	Redwood Security Systems	186.00	186.00	
36	10/17/2019	ACH	Retiree Augusto	187.74	187.74	Calpers Retiree Health
37	10/17/2019	ACH	Retiree Burgess	598.00	598.00	Calpers Retiree Health
38	10/17/2019	ACH	Retiree Cummins	187.74	187.74	Calpers Retiree Health
39	10/17/2019	ACH	Retiree Cutri	462.74	462.74	Calpers Retiree Health
40	10/17/2019	ACH	Retiree Emanuel	258.83	258.83	Calpers Retiree Health
41	10/17/2019	ACH	Retiree Gately	224.41	224.41	Calpers Retiree Health
42	10/17/2019	ACH	Retiree Guion	224.41	224.41	Calpers Retiree Health
43	10/17/2019	ACH	Retiree Johnson	632.90	632.90	Calpers Retiree Health
44	10/17/2019	ACH	Retiree Kermoian	187.74	187.74	Calpers Retiree Health
45	10/17/2019	ACH	Retiree Mandler	187.74	187.74	Calpers Retiree Health
46	10/17/2019	ACH	Retiree McGuire	563.00	563.00	Calpers Retiree Health
47	10/17/2019	ACH	Retiree Memmott	187.74	187.74	Calpers Retiree Health
48	10/17/2019	ACH	Retiree Petrie	163.37	163.37	Calpers Retiree Health
49	10/17/2019	ACH	Retiree Pettey	187.74	187.74	Calpers Retiree Health
50	10/17/2019	ACH	Retiree Provost	258.83	258.83	Calpers Retiree Health
51	10/17/2019	ACH	Retiree Reetz	511.48	511.48	Calpers Retiree Health
52	10/17/2019	ACH	Retiree Reilly	187.74	187.74	Calpers Retiree Health
53	10/17/2019	ACH	Retiree Vine	187.74	187.74	Calpers Retiree Health
54	10/17/2019	ACH	Retiree Wettstein	598.00	598.00	Calpers Retiree Health
55	10/17/2019	ACH	Retiree Williams	598.00	598.00	Calpers Retiree Health
56	10/17/2019	ACH	Schriebman, Judy	200.00	200.00	Board Medical Benefit
57	10/17/2019	N/A	Terminix	259.00	259.00	
58	10/17/2019	N/A	TPx Communications	638.99	638.99	
59	10/17/2019	N/A	Valley Irrigation Service, Inc.	1,613.58	1,613.58	Irrigation Pivot #2 to Restore limited effectiveness during 2019 Reclamation Season.

Las Gallinas Valley Sanitary District
Warrant List
10/17/2019 -DRAFT

60	10/17/2019	N/A	Verizon Wireless	1,029.74	1,029.74	Distric cell phones
61	10/17/2019	N/A	Water Components & Building Supply	1,336.10	1,336.10	Various supplies for repairs and maintenance.
62	10/17/2019	ACH	WECO Industries	287.93	287.93	
63	10/17/2019	ACH	Yezman, Crystal	200.00	200.00	Board Medical Benefit

TOTAL \$ 335,499.76 \$ - \$ 335,499.76

EFT1	EFT1 = Payroll	0.00	0.00
EFT2	EFT2 = Bank of Marin loan payments	0.00	0.00
PC	Petty Cash Checking	0.00	0.00
>1	Checks (Operating Account)	0.00	0.00
N/A	Checks - Not issued	260,609.85	260,609.85
EFT	EFT = Vendor initiated "pulls" from LGVSI	392.65	392.65
ACH	ACH = LGVSD initiated "push" to Vendor	74,497.26	74,497.26
	Total	\$ 335,499.76	\$ 335,499.76

Approval:
Finance
GM
Board

Difference: \$ -

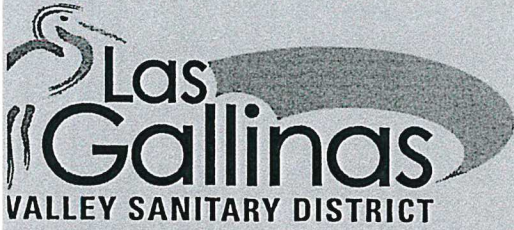
Agenda Item 2C
Date October 17, 2019

Directors' Meeting Attendance Recap

<u>Name</u>	<u>Total Meetings</u>
Megan Clark	6
Rabi Elias	5
Craig Murray	5
Judy Schriebman	3
Crystal Yezman	2
Total:	<u>21</u>

Meeting Date: 10/17/2019

Paydate: 10/17/2019



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: MEGAN CLARK Month: SEPTEMBER 2019

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

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
5 th	Reg.	✓	
19 th	Reg.	✓	
TOTAL		2	

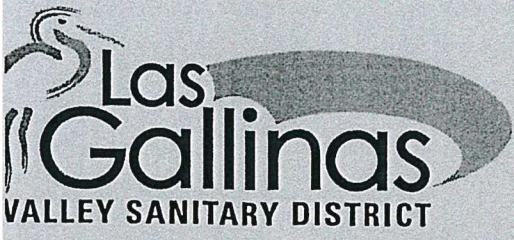
OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
6 th	NBWA	✓	
8 th	CASA	✓	
9 th	"	✓	
10 th	"	✓	
11 th	"		✓
TOTAL		4	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	6
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I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Megan Clark
Signature
Robert Key
Approved By/ Date

9-19-19
Date
10-9-19
Pay Date



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

**BOARD MEMBER ATTENDANCE
 FORM**

Director's Name: Rabi Elias Month: Sept, 2019

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

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/5/19	Regular	✓	
9/19/19	Regular	✓	
TOTAL		2	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/9/19	34th water use conf.	✓	
9/10/19	§ § §	✓	
9/11/19	§ § §	✓	
TOTAL		3	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code 54733	5
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I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Rabi Elias
 Signature
Rabi Elias
 Approved By/ Date

9/19/19
 Date
10-9-19
 Pay Date



300 Smith Ranch Road, San Rafael, CA 94903
 Office: 415-472-1734 Fax: 415-499-7715

BOARD MEMBER ATTENDANCE FORM

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

Board Members shall be compensated for up to the legal limit of six (6) meeting per month and one (1) per day. Board Members are limited to four (4) conferences or seminars per year.

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

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/5/19	Board Meeting	X	
9/19/19	Board Meeting	X	
TOTAL		2/2	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/11/19	CWEA, CASA Biosolids, Renewable Energy Innovation Seminar, State Office Building, Oakland	X	
9/11/19	International Right of Way, Bay Area, Chapter 2, Presentation: Transitional Use Temporary Construction Easement (TCE), a more proper classification. Dean G. Chapman, MAI, SRA, SR/WA; Michelle Patton, MAI, SR/WA		X
9/12/19	CASA Air Quality, Climate Change, & Energy (ACE) Workgroup Meeting	X	
9/8,10, 15,29/19	Merrydale Road/Las Gallinas Creek Headwater Litter Removal c/o City of San Rafael: 9/8: 3.0 hours; 9/10: 0.5 hours; 9/15: 1.5 hours; 9/29: 1.0 hours.		XXXX
9/16/19	Office Relocation Site Meeting, SVN Commercial Real Estate Advisors Gary Gustafson, 101 Lucas Valley Road	X	
9/18/19	Special Districts Council Initial Coordination Meeting – Novato Fire	X	
9/19/19	CASA Biosolids, SB 1383 Conference Call Greg Kester, Biosolids Land Application working group.		X
9/19/19	LAFCo ViceChair EO Coordinating Meeting		X
9/20/19	LGVSd President General Manager Coordinating Meeting		X
9/25/19	EPA Office of Research and Development. CASA Biosolids ref. Webinar Disinfection Byproducts (DBPs), Live Broadcast of the 16 th Annual Drinking Water Workshop Session 8A.		X
TOTAL		4/13-3/13	



300 Smith Ranch Road, San Rafael, CA 94903

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

BOARD MEMBER ATTENDANCE FORM

Total Meetings for which I am Requesting	56/15
Payment/Approved:	
Board Members maximum of six (6) per Health & Safety Code §4733	

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

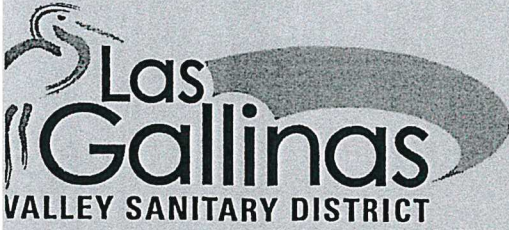
Signature

Approved By/ Date

September 25, 2019
Amended October 9, 2019

Date
10-9-19

Pay Date



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: JUDY SCHRIEBMAN Month: SEPT 2019

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

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/4	Reg mtg	✓	
9/19	Reg mtg	✓	
TOTAL		2:2	

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/11	2070 San Rafael General Plan		X
9/12	1 on 1 w/ Mike Prinz		X
9/13	TPL mtg @ Sangeronimo		X
9/25	MSWA JTC	✓	
TOTAL		1:4	

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	3
---	---

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

Judy Schriebman
Signature
Robert D. Rees
Approved By/ Date

9/26/19
Date
10-9-19
Pay Date



300 Smith Ranch Road, San Rafael, CA 94903

Office: 415.472.1734 Fax: 415.499.7715

BOARD MEMBER ATTENDANCE FORM

Director's Name: Crystal Yezman Month: September 2019

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

REGULAR and SPECIAL MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
9/5	Regular Board Mtg	X	
9/19	Regular Board Mtg	X	
TOTAL			

OTHER MEETINGS		CHARGING DISTRICT	
Date	Description of meeting	Yes	No
TOTAL			

Total Meetings for which I am Requesting Payment: Max of six (6) per Health & Safety Code §4733	2
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I hereby certify that the meetings as set forth above are true and correct and are for the purpose of conducting official business for the Las Gallinas Valley Sanitary District.

Crystal J Yezman

 Signature
Robert R. Rie

 Approved By/ Date

09/26/2019

 Date
10-9-19

 Pay Date

CASA

AGENDA ITEM 2D
DATE October 17, 2019



BOARD MEMBER
MEETING ATTENDANCE REQUEST

2019
Date: Oct. 3, Name: MEGAN CLARK

I would like to attend the CASA - WINTER CONF. Meeting
of JANUARY 2020

To be held on the 21st day of JAN. from ? a.m. / p.m. and
returning on 23rd day of JAN. from ? a.m. / p.m.

Actual meeting date(s): SAME

Purpose of Meeting: CLEAN WATER AGENCY TRAINING

Frequency of Meeting: ONCE

Estimated Costs of Travel (if applicable): \$1,500

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

For Office Use Only

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

AGENDA ITEM
DATE

2E
October 17, 2019



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: 10/9/19 Name: Craig K. Murray

I would like to attend the Promoting Trust in a Divisove World

Seminar Meeting of ICMA Coaching

Program

To be held on the 10 day of 10/2019 from 11 a.m. / p.m.
and returning on 10 day of 10/2019 from 1230 a.m. /
p.m.

Actual meeting date(s): 10/2/19-27

Purpose of Meeting: Review of Ways to Promote Trust in Your Local

Government

Frequency of Meeting: 1x

Estimated Costs of Travel (if applicable): _____

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

AGENDA ITEM _____
DATE _____

For Office Use Only

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

Craig Murray

From: Rob Carty, Career Services Director <coaching@icma.org>
Sent: Wednesday, October 09, 2019 12:07 PM
To: Craig Murray
Subject: [Reminder] Complimentary ICMA Coaching Webinar: Promoting Trust in a Divisive World

Ways to Promote Trust in your Local Government

View this email in your browser.

ICMA | coaching program



Promoting Trust in a Divisive World

Thursday, October 10

2:00 - 3:30 pm ET / 11:00 am - 12:30 pm PT

Registration is FREE - Advance registration is required.

REGISTER TODAY

Local governments need to promote and build trust with both employees and their communities. In this webinar you can gain insights from other local government professionals on promoting trust in your local government, how to build or rebuild trust, and get resources to support your efforts.

Presenters:

- **Frank Benest**, ICMA liaison for next generation initiatives, former city manager, Palo Alto, California
- **Wanda Page**, deputy city manager, Durham, North Carolina
- **Scott Morelli**, city manager, South Portland, Maine

We'll be using webinar tools (including real-time questions and live polling) to make this an excellent opportunity for audience interaction.

This webinar meets Practice 1 (Personal and Professional Integrity), 2 (Community Engagement), and 14 (Communication and Information Sharing)

Agenda

REGISTER TODAY

Can't make it to the live webinar?

Register for the webinar and get an automatic email notice when the recording is available.

Last Coaching Webinar in 2019

There is no charge to register, and all persons interested in local government are welcome. Each webinar requires its own registration. Click on a webinar below to register. We encourage you to register even if you are unable to attend the live session. You will receive an automatic notice when the digital recording is available.

Having Difficult Conversations In Your Organization and Beyond

Thursday, November 14

12:30 - 2:00 pm ET/ 9:30 - 11:00 am PT

Additional Coaching Resources

AGENDA ITEM _____
DATE _____



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: 10/9/19 Name: Craig K. Murray

I would like to attend the Corrosion Control

Conference Meeting of NACE

International

To be held on the 11 day of 11/2019 from 8 a.m. / p.m.
and returning on 14 day of 10/2019 from 5 a.m. /
p.m.

Actual meeting

date(s): 10/11/14/19

Purpose of Meeting: Review of Methods to Ensure Reliable

Infrastructure

Frequency of Meeting: 1x

Estimated Costs of Travel (if applicable): _____

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

AGENDA ITEM _____
DATE _____

For Office Use Only

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



About

Registration

Technical Program

Networking

Exhibitors & Sponsors



What To Expect from the Western Area Conference

This year's NACE Western Area Conference is hosted by the Los Angeles Section and will present papers on various methods of corrosion control, featuring unique educational presentations, forums, and new technologies on the exhibit hall floor.

Conference Committee

- Marc Wegner - Chairman
- Gary Barton - Vendors/Sponsors
- Tammie Arrata - Events
- Sylvia Hall - Education
- Ian Budner - Technical Program
- Reza Moghbeli - Technical Program

Conference Hotel Information

Deadline to book your room is October 21, 2019

Hilton Long Beach

701 West Ocean Blvd
Long Beach, CA 90831



or pleasure, you're s contemporary design. All rooms boast oversized bedding with either a King or 2 Queen beds.

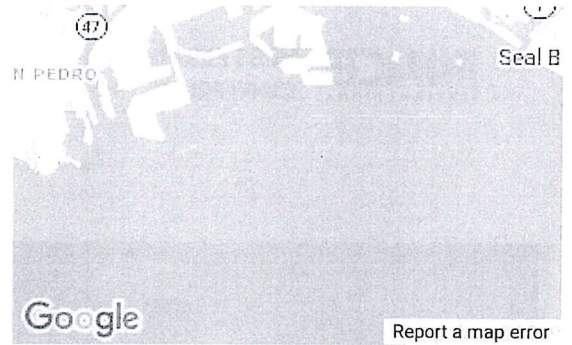
Book Your Room

Rates are subject to at 15.4% tax.

Please indicate you're with NACE International Western Area Conference when making your room reservations to receive the official discount.

Group Name: NACE 2019 Western Area Conference

Group Code: NW2



Hotel Amenities

- Continental, hot buffet and cooked-to-order breakfast at The Loft Restaurant
- Executive-level guest rooms with complimentary breakfast
- Pet-friendly Long Beach hotel

Hotel Parking

- Self-parking is \$22
- Valet Parking is \$28
- Airport transportation by shuttle is about: \$17 from LAX; \$34 from SNA
- Airport transportation by taxi is about: \$23 from LGB; \$65 from LAX; \$75 from SNA

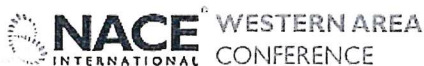
*prices are subject to change.

Travel Partnership

We have partnered with United Airlines to offer travel discounts. Visit united.com/meetingtravel and enter code ZHG2968191 in the offer code box. You may also call United Meeting Reservation Desk at 800-426-1122 Monday through Friday 8 a.m. to 10 p.m. ET and Saturday and Sunday from 8 a.m. to 6 p.m. ET. Booking fees are waived for meeting reservations.

Further Your Corrosion Knowledge!

This year, the Western Area Conference will be hosting two full courses on-site during the conference. Course registrants



[About](#)[Registration](#)

Keynote Speaker

Ensuring Reliable Water Infrastructure for Southern California

Tuesday, November 12, 2019

11:45 a.m. - 1:15 p.m.

[Technical Program](#)[Networking](#)[Exhibitors & Sponsors](#)

Mark Bushyeager

Infrastructure Unit Manager

Metropolitan Water District of Southern California

Mr. Bushyeager will be using the history of Southern California water and the Colorado River Aqueduct as a framework for further discussion of infrastructure reliability issues and current rehabilitation efforts being used.

In his role as the the Infrastructure Unit Manager for the Metropolitan Water District of Southern California, Mark Bushyeager manages staff that perform corrosion engineering, materials engineering, and land surveying functions. Mark has been with Metropolitan for 32 years, with most of that time devoted to performing corrosion engineering and management duties.

He has given numerous presentations at NACE and other conferences and is a past member of the Los Angeles Section Board and the Southern California Cathodic Protection Committee. He is a Professional Corrosion Engineer in the State of California.

Events



About Registration Technical Program Networking Exhibitors & Sponsors



Welcome Reception

Tuesday, November 12, 2019
5 p.m. - 7 p.m.

Enjoy drinks and hors d'oeuvres with our Exhibitors.



Exhibit Hall Reception

Wednesday, November 13, 2019
5 p.m. - 6 p.m.

*These times are subject to change until the technical program is released.

About the Western Area Awards

Western Area Engineer of the Year Award

The Western Area Engineer of the Year Award is given to a NACE member residing in the Western Area in recognition of outstanding technical contributions to the field of:

- Corrosion education
- Understanding of corrosion causes
- Practices and methods for corrosion control
- Public awareness of the cost of corrosion and ways to control corrosion
- Papers and presentations at section, area, and/or national conferences
- Publications in NACE and/or other technical journals
- Participation in NACE Technical Practices Committees (TPC) and/or comparable committees in other technical organizations
- Professional recognition of corrosion engineering

Western Area Richard F. Stratfull Service Award

The Western Area Richard F. Stratfull Service Award is given to a NACE member residing in the Western Area in recognition of outstanding service. Appreciable contributions of time and talents, above and beyond the normal duties and assignments, are recognized in one or more of the following:

- Served the Western Area well as an Area officer



- Increased public awareness of the NACE organization within the Western Area

Western Area Outstanding Company Award

The Western Area Outstanding Company Award is given to a NACE member company residing in the Western Area in recognition of its support for NACE and participation by its employees. Appreciable contributions of time are recognized in one or more of the following:

- Served Western Area well as an Area Exhibitor
- Served a Section well as a Section Exhibitor
- Served the Area and Section with distinction
- Performed outstanding service at one or more corrosion seminars in the Western Area
- Performed outstanding service at one or more conferences in the Western Area
- Increased public awareness of the NACE organization within the Western Area

For more information and to submit an application, please contact the Awards Chair, Mongkol Mahavongtrakul at mmahavon@gmail.com.



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[Terms of Use](#) | [Privacy Policy](#)

AGENDA ITEM _____
DATE _____



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: 10/9/19 Name: Craig K. Murray

I would like to attend the DC Meeting
of CASA

To be held on the 24 day of 2/2020 from 8 a.m. / p.m.
and returning on 26 day of 2/2020 from 5 a.m. / p.m.

Actual meeting date(s): 2/24-26/20

Purpose of Meeting: CASA DC POLICY FORUM

Frequency of Meeting: 1x

Estimated Costs of Travel (if applicable): _____

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

For Office Use Only

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

California water professionals head to Washington D.C. for a fast track program featuring renowned speakers and pre-arranged Capitol Hill visits with your California Representatives and their staff. Across the aisle and across the country, help us strengthen our advocacy and promote your federal agenda by going directly to the source. Your Representatives want to see and hear directly from you. Plan for your agency's future by advocating for precious funding dollars and sustainable infrastructure in 2020! Feb. 24-26, 2020, see you there!

Conference Information

PROGRAM

REGISTER HERE

Registration Fees:

- Delegate Member Full Conference: \$695

Hotel Information

RESERVE A ROOM

- Central Reservations:
(888) 627-8087
- Special Room Rate:
\$330/night + taxes/fees
– A deposit equal to one night's stay is required to

- NonMember Fee: \$1,200

Cancellation Policy: \$75

Cancellation fee on or before Monday, February 17, 2020.

No refund for late cancellations after Monday, February 17, 2020.

Please notify CASA via email of a cancellation, refund or change request by contacting Cheryl MacKelvie at cmackelvie@casaweb.org

if notice is received at least 72 hours prior to arrival and a cancellation number is obtained.

- Cut-off Date: January 30, 2020
- Early Departure Fee: one nights room and tax will apply if guest checks out prior to the confirmed checkout date.

Location

St. Regis Washington, D.C.

923 16th St. NW

Washington, DC 20006

[Get Directions »](#)



Agenda Summary Report

To: Mike Prinz, General Manager *MSP*
From: Michael P. Cortez, PE, District Engineer
Mtg. Date: October 17, 2019
Re: Approve Award of Contract to CPMC for
 On-Call Scheduling and Estimating Support for the
 Secondary Treatment Plant Upgrade and Recycled Water Expansion
Item Type: Consent X Discussion _____ Information _____ Other _____
Standard Contract: Yes X No _____ (See attached) Not Applicable _____

BACKGROUND:

In response to District Staff's request, CPM Construction (CPMC) has submitted a proposal for On-Call Estimating and Scheduling Support for the Secondary Treatment Plant Upgrade and Recycled Water Expansion (STPURWE) project in the amount of \$223,200. The scope of services includes assisting District Staff and Kennedy Jenks on on-call basis in reviewing and providing comments on the relationships between project schedule updates and Potential Change Order (PCO) requests submitted by Myers & Sons Construction (MSC). This contract will be managed jointly by District Staff and Kennedy Jenks, who is now the construction manager of the project.

The ongoing project schedule and PCO negotiations with MSC have become more challenging as a result of the PG&E power relocation delay, UV deletion, caisson installation, and other contract changes. CPMC has been involved with the project since the beginning of the rebidding effort in April 2018 and has been instrumental in developing the Engineer's Estimate and cost-loaded baseline project schedule mutually agreed upon between District Staff and MSC, which became the bases of future critical path scheduling adjustments and Contract Change Order (CCO) negotiations.

The scope of work to be provided by CPMC will be orchestrated to avoid any duplicity with The Tiburon Group, who is supplying basic schedule evaluation services as subconsultant to Kennedy Jenks.

PREVIOUS BOARD ACTION:

Award of MWHC Construction Management and Inspection Services contract for the STPURWE project on November 15, 2018, which included CPMC as a subconsultant for project scheduling and cost estimating.

ENVIRONMENTAL REVIEW:

N/A

FISCAL IMPACT:

Time and expense, value of services not to exceed \$223,200.



STAFF RECOMMENDATION:

Board to approve Award of Contract to CPMC for On-Call Scheduling and Estimating Support for the Secondary Treatment Plant Upgrade and Recycled Water Expansion project.

CPM Construction, Inc.

Complete Project Management Services

October 11, 2019

Mike Prinz
General Manger
Las Gallinas Valley Sanitary District
300 Smith Ranch Road
San Rafael, CA 94903

**Subject: COST PROPOSAL
LAS GALLINAS VALLEY SANITARY DISTRICT
SECONDARY TREATMENT PLANT
AND RECYCLED WATER EXPANSION PROJECT.
Estimating & Scheduling Services**

Dear Mr. Mike Prinz:

Thank you for giving us the opportunity to submit our cost proposal for providing the above services to your ongoing project. We are comfortable with the scope of work as outlined and defined in our fee schedule and are prepared to meet and/or exceed all project requirements.

We have a in depth knowledge about the project, since we were involved with the project for some time and had the opportunity to do the detailed cost estimate. Our estimate was less then a million dollar above the low bidder, Myers and Sons (MSC). With this detailed understanding of the project, we believe the District stands to benefit economically.

As per the Districts request, CPM Construction (CPMC) is submitting this proposal for an On-Call Estimating and Scheduling Support services contract for the Secondary Treatment Plant Upgrade and Recycled Water Expansion (STPURWE) project in the amount of \$223,200 as described in the attached fee cost schedule.

The scope of services includes assisting the project in the area of estimating and scheduling as directed by the District Staff on an on-call basis. The work would involve, reviewing and providing comments on the relationships between project schedule updates and Potential Change Order (PCO) requests submitted by the Myers & Sons (MSC).

We are a SBE, DBE / MBE certified firm and doing business as a corporation in the state of California for the past 17 years.

Should you have any questions, or require any additional information, please contact me at 909 598-9898. We look forward to working with you on this exciting project.

Respectfully,

A handwritten signature in black ink that reads "Moqueem Ansari". The signature is written in a cursive style with a long horizontal stroke extending to the left.

Moqueem Ansari
CPM Construction Inc. (CPMC)
Principal
20255 Edgemont Place, Ste. A
Walnut CA 91789
909 598-9898
Federal Tax ID is 95-4572877

Attachments\ Fee cost proposal

Las Gallinas Valley Sanitary District

Secondary Treatment & Recycled Water Treatment Facility Upgrade

CPM Construction (CPMC)

FEE COST SCHEDULE - FOR SCHEDULING & ESTIMATING - SUPPORT

TASK	Hour Hr	Rate \$	Cost \$	Monthly \$	Yearly \$
Scheduling Services:					
(CPMC to review CM/Kennedy Jenks-KJC, schedule analysis)					
Scheduling / Baseline reviews, at 80 hrs. / as needed					
Scheduling support / Monthly reviews feedback					
- Review CM / KJC schedule comments & analysis.	30	\$165	\$4,950		
- Attend weekly conference call; remotely.	12	\$165	\$1,980		
- Provide feedback to LGVS District.					
Net Cost	42		\$6,930	\$6,930	\$83,160
Estimating Services:					
(CPMC to review CM/KJC PCO analysis)					
Change order estimating support - At 20 hrs./month	20	\$165	\$3,300		
- Review CM - KJC PCO comments analysis.					
- Allowance PCO analysis / feedback. / as needed	20	\$165	\$3,300		
- Provide feedback to LGVS District.					
Net Cost	40		\$6,600	\$6,600	\$79,200
Site Visit / Mandatory					
Site meeting - One each month	8	\$165	\$1,320		
- Go over PCO related issues					
- Attend schedule progress update meeting					
- Observe site progress & PCO					
Other Direct Cost (ODC) - Travel			\$1,000		
Net Cost	8		\$2,320	\$2,320	\$27,840
Monthly Sub Total	90			\$15,850	
Yearly					\$190,200

Time Impact Analysis (TIA) - Allowance					
Time impact analysis (TIA) - Support as needed	200	\$165	\$33,000		
- Review CM - KJC TIA analysis.					
- Provide feedback to LGVS District.					
Net Cost	200		\$33,000		\$33,000
Grand Total					\$223,200

Note:

- * Hourly rates are loaded average rates for CPMC
- * Resubmittal to be treated as a monthly schedule.
- * Travel, and other direct cost; billed at cost.
- * Mileage to be billed at IRS rates; 0.58/mile.



Consent 2G
Staff/Consultant Reports _____
Agenda Item _____
Date October 17, 2019

Agenda Summary Report

To: Mike Prinz, General Manager *MDP*
From: Michael P. Cortez, PE, District Engineer
Mtg. Date: October 17, 2019
Re: Application of Allocation of Capacity for APN 179-242-24, 3 Oak Ridge Road
Item Type: Consent X Discussion _____ Information _____ Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X

BACKGROUND:

The property owner of 3 Oak Ridge Road plans to formally legalize an existing 835 square feet Accessory Dwelling Unit (ADU) that was built many years ago as an unpermitted addition to the single-family residence. Based on the information provided, a Will Serve Letter has been drafted and a connection fee of \$5,601.60 has been assessed for the ADU, which is 90% the Capital Facilities Charge for a single-family residence.

STAFF RECOMMENDATION:

Board approve the issuance of a Will Serve Letter to 3 Oak Ridge Road.

FISCAL IMPACT:

Connection fee revenue of \$5,601.60.

PERSON(S) TO BE NOTIFIED:

Property Owner



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

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

Date: October 17, 2019
 Property Owner: John Vipiana
 Property Owner Address: 3 Oak Ridge Road
 San Rafael, CA 94903
 Applicant: John Vipiana
 Project Name: 3 Oak Ridge Road (Second Unit)
 Project Address: 3 Oak Ridge Road
 San Rafael, CA 94903
 Project APN: APN 179-242-24

Re: Will-Serve Letter

You have requested a **Will-Serve Letter** from the Las Gallinas Valley Sanitary District (“LGVSD”) at the October 17, 2019 Board Meeting.

Subject to the terms and conditions in this letter, LGVSD will serve the project with the equivalent dwelling unit capacity (EDU) of 1, or the equivalent to 200 gallons per day. This letter may be used to submit to another local agency to satisfy a condition for either tentative subdivision map approval or any other permit approval.

The standard terms and conditions of approval are as follows:

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

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

The Connection Fee approved by the Board is as follows:

Capital Facilities Charge for One (1) Second Unit:	\$	TBD
Application Fee:	\$	250.00
Engineering Review and Inspection Fees:	\$	0.00
Total Fee:	\$	TBD

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

1. 10% of the Connection Fee is due within thirty days of Board approval of final plans and specifications;
2. 40% of the Connection Fee is due within one year, October 17, 2020; or upon the date of building permit issuance, whichever occurs first;
3. 50% of the Connection Fee is due within two years, October 17, 2021; or upon the date of building permit issuance, whichever occurs first;

Please remit the Total Fee. Make the check payable to Las Gallinas Valley Sanitary District. Please note if payment schedule as above is not followed, you risk losing your allocation.

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

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

Sincerely,

Mike Prinz, General Manager

AGREED:

Project Applicant

Date: _____

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



Item Number 3

Agenda Summary Report

To: Mike Prinz, General Manager *MP*
From: Teri Lerch, District Secretary *TL*
Mtg. Date: October 17, 2019
Re: AB 1826 and SB 1383 UPDATE
Item Type: Consent _____ Discussion _____ Information X Other _____
Standard Contract: Yes _____ No _____ (See attached) Not Applicable X .

BACKGROUND:

Kim Scheibly from Marin Sanitary Service will brief the Board on AB 1826 – Recycling of Organic Waste and SB 1383 – Reducing short-lived climate pollutants.

PREVIOUS BOARD ACTION:

None.

ENVIRONMENTAL REVIEW:

N/A

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

None. Informational only.



Agenda Summary Report

To: LGVSD Board of Directors *MID*
 From: Mike Prinz, General Manager
 Mtg. Date: October 17, 2019
 Re: Approval of Lease Agreement and Budget Revision
 Item Type: Consent _____ Discussion X Information _____ Other _____
 Standard Contract: Yes _____ No X (See attached) Not Applicable _____

BACKGROUND

The existing administrative building at the District's treatment plant was constructed in the mid 1950's and has been remodeled and repaired to various extents since its original construction. Staffing levels at the District have increased over this time period, which has resulted in cramped conditions for many staff members and an associated decrease workspace quality and morale. Furthermore, as of today, there is essentially no room for to accommodate additional staff, however additional positions have been budgeted and are being recruited for.

The Board has designated siting, designing, and constructing a new administrative building as part of an ongoing strategic initiative. Due to timeframes associated with various phases of the Administrative Building Project (site evaluation/confirmation, design, and construction) occupation of a new administrative building will not be possible for approximately 5 or more years. In order to facilitate operations between now and an eventual occupation date, leased space is necessary to obtain as soon as practical.

Due to the need for operational staff to remain located at the existing administrative building at the Plant, Staff is proposing to relocate the 4 administrative personnel, 2 engineering personnel, and the General Manager to leased space. Additional space for conference room area and staff increases over the next few years is also required. Staff remaining at the treatment plant will be redistributed to work areas within the existing administrative building, and minor reconfigurations will be done to increase locker room square footage and repurpose other areas.

The Board previously authorized an assessment of nearby properties available for lease which was subsequently conducted. After considering the most practical options, the Board authorized the General Manager to negotiate lease terms for office space at 101 Lucas Valley Road.

Specific terms of the proposed lease agreement are:

Term	5 years, with the option to add 2 additional years, 12 months at a time
Rate	\$2.19 per square foot per month; \$7,796 per month.
Square footage	3560
Category	office space
Lease Type	Gross Full-Service, excluding internet and telephone service.
Lease commencement	December 1, 2020, or thereafter, subject to tenant improvement scheduling
Tenant Improvements	Owner supplied
Furnishings	workstations and office desks supplied by Owner



Rent increase:	3% per year, in addition to operating expense increases beyond the base year of 2020.
----------------	---

The final draft of the Lease Agreement is being finalized with the owner's property manager and is not available as an attachment to this staff report. The attached draft agreement is, however, substantially correct.

The agreement and addendum have been reviewed by District Counsel.

PREVIOUS BOARD ACTION

The Board held closed sessions on August 15 and September 5, 2019 to discuss purpose, available properties, and General Manager authorization to negotiate terms.

ENVIRONMENTAL REVIEW

N/A

FISCAL IMPACT

Lease of office space and the minor reconfiguration described above was not considered during the development of the FY19-20 budget, therefore a FY19-20 budget revision of \$126,000 is required. The source of funds is Budgeted Operating Reserves. If approved, the recommended budget revision would leave \$119,000 remaining in this fund. The details of the required revision are as described below.

7 months rent (for remainder of FY 19/20)	\$54,572
1 st month rent	\$7,796
Security deposit	\$7,796
Server and setup (estimated)	\$14,000
Moving Company Services (estimated)	\$7,000
Locker Room Changes at existing Admin Building (estimate)	\$4,500
Signage changes at existing Admin Building (estimated)	\$1,000
Gate modifications at Plant (estimated)	\$3,000
Control Room changes at Plant (estimated)	\$5,000
Phone system at 101 Lucas Valley Rd.	\$5,000
Other move in costs (miscellaneous furniture, supplies, security system)	\$11,075
Contingency	\$5,000
Total	\$125,739
Recommended FY 19/20 Budget Revision	\$126,000 expenditure increase

The estimated cost of the lease for the 5 year term is \$600,000, including associated operating and move in costs.

STAFF RECOMMENDATION

Staff recommends that the Board authorize the General Manager to execute the Lease Agreement for 101 Lucas Valley Road, including Addendum "A" and the ADA Disclosure, and authorize the budget revision described above.



COMMERCIAL LEASE AND DEPOSIT RECEIPT

AGENCY RELATIONSHIP CONFIRMATION. Note: *This confirmation does NOT take the place of the AGENCY DISCLOSURE form which may be required by law.* The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election (if no agency relationship, insert "NONE"):

LISTING AGENT: SVN | MG Property Advisors, Inc. Dre # 01938932 is the agent of (check one):
(Print Firm Name)

the Lessor exclusively; or both the Lessee and the Lessor.

LEASING AGENT: _____ (if not the same as the Listing Agent) is the agent of (check one):
(Print Firm Name)

the Lessee exclusively; or the Lessor exclusively; or both the Lessee and the Lessor.

RECEIVED FROM LAS GALLINAS VALLEY SANITARY DISTRICT hereinafter referred to as LESSEE, the sum of \$ 15,592.00 (FIFTEEN THOUSAND FIVE HUNDRED NINETY TWO AND 00/100 dollars), evidenced by CHECK as a deposit which will belong to Lessor and will be applied as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>12/01/2019</u> to <u>12/31/2019</u>	\$ <u>7,796.00</u>	\$ <u>7,796.00</u>	\$ <u>0.00</u>
Security deposit (not applicable toward last month's rent)	\$ <u>7,796.00</u>	\$ <u>7,796.00</u>	\$ <u>0.00</u>
Other	\$ _____	\$ _____	\$ _____
TOTAL	\$ <u>15,592.00</u>	\$ <u>15,592.00</u>	\$ <u>0.00</u>

In the event this Lease is not accepted by the Lessor within 3 days, the total deposit received will be refunded. Lessee offers to lease from Lessor the premises described as 101 LUCAS VALLEY RD. #300 SAN RAFAEL, CA 904903 ("the Premises") consisting of approximately 3,560 rentable square feet, which is approximately 10.4 % of the total rental square footage of the entire property, upon the following terms and conditions:

1. **TERM.** The term will commence on (date) December 1, 2019, and end on (date) November 30, 2024.

2. **RENT.** The base rent will be \$ 7,796.00 per month payable on the 1st day of each month.

After the first 12 months the rent will be adjusted as follows:

SELECT OPTION:

~~INDEXED LEASE: Effective upon the first day of the month immediately following the expiration of 12 months from date of commencement of the term, and upon the expiration of each 12 months thereafter, in accordance with changes in the U.C. Consumer Price Index for All Urban Consumers (1982-84=100), or (other index) _____ ("CPI"). The base rent will be increased to an amount equal to the monthly rent, multiplied by a fraction, the numerator of which is the CPI for the second calendar month immediately preceding the adjustment date, and the denominator of which is the CPI for the second calendar month preceding the commencement of the Lease term; provided however, that the monthly rent will not be less than that immediately preceding the adjustment.~~

OR SELECT OPTION:

FLAT LEASE: Effective upon the first day of the month immediately following the expiration of 12 months from the date of commencement of the term, and upon the expiration of each 12 months thereafter, the rent will increase _____ % annually or **SEE RENT SCHEDULE ADDENDUM A-39 RENT**

All rents will be paid to Lessor or his or her authorized agent, at the following address RATHLIN PROPERTIES LLC, 4096 PIEDMONT AVENUE, # 260, OAKLAND CA 94611 or at such other places as may be designated by Lessor from time to time. In the event rent is not received by Lessor within _____ days after due date, Lessee agrees to pay a late charge of \$ _____ plus interest at _____ % per annum on the delinquent amount. Lessee further agrees to pay \$ _____ for each dishonored bank check. The late charge period is **not** a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

3. **NET LEASE PROVISIONS:**

~~Lessee agrees to pay, in addition to the base monthly rental set forth in item 2, Lessee's proportionate share of the Lessor's operating expenses, including utility and service costs, insurance, real property taxes, and common area maintenance. Lessee's share is based on the ratio of the square footage of the Premises to the total square footage of the rental space of the entire property of which the Premises are a part. Lessee's monthly share of said expenses at the commencement of the term is \$ _____.~~

4. **USE.** The premises are to be used for the operation of _____ general offices use of the Lessee and for no other purpose, without prior written consent of Lessor. Lessee will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building.

5. **USES PROHIBITED.** Lessee will not use any portion of the premises for purposes other than those specified. No use will be made or permitted to be made upon the premises, nor acts done, which will increase the existing rate of insurance upon the property, or cause cancellation of insurance policies covering the property. Lessee will not conduct or permit any sale by auction on the premises.

Lessee [] [] has read this page.

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- 6. **ASSIGNMENT AND SUBLETTING.** Lessee will not assign this Lease or sublet any portion of the premises without prior written consent of the Lessor, which will not be unreasonably withheld. Any such assignment or subletting without consent will be void and, at the option of the Lessor, will terminate this Lease.
- 7. **ORDINANCES AND STATUTES.** Lessee will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises will, at the option of the Lessor, be deemed a breach of this Lease.
- 8. **MAINTENANCE, REPAIRS, ALTERATIONS.** Unless otherwise indicated, Lessee acknowledges that the premises are in good order and repair. Lessee will, at his or her own expense, maintain the premises in a good and safe condition, including ~~plate glass~~, electrical wiring, plumbing ~~and heating and air conditioning installations, and any other~~ system or equipment. The premises will be surrendered, at termination of the Lease, in as good condition as received, normal wear and tear excepted. Lessee will be responsible for all repairs required during the term of the lease, except the following which will be maintained by Lessor: roof, exterior walls, parking lot, structural foundations (including any retrofitting required by governmental authorities) and the following: HVAC system, Plumbing and Electrical Sytems
The cost of alterations required by local, state or federal law (such as the Americans with Disabilities Act) as a result of Lessee's use of the premises shall be the Lessee's responsibility.
Lessee will, will not maintain the property adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be maintained by Lessor.
No improvement or alteration of the premises will be made without the prior written consent of the Lessor. Prior to the commencement of any substantial repair, improvement, or alteration, Lessee will give Lessor at least **two (2) days written notice** in order that Lessor may post appropriate notices to avoid any liability for liens. If the improvement or alteration results in an increase in real property taxes, the amount of the increase (check one) will be paid by Lessee as additional rent, will be paid by Lessor.
- 9. **ENTRY AND INSPECTION.** Lessee will permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises, and will permit Lessor, at any time **within sixty (60) days** prior to the expiration of this Lease, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the premises to inspect the premises at reasonable times.
- ~~10. **INDEMNIFICATION OF LESSOR.** Lessor will not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the premises. Lessee agrees to hold Lessor harmless from any claims for damages arising out of Lessee's use of the premises, and to indemnify Lessor for any expense incurred by Lessor in defending any such claims.~~
- 11. **POSSESSION.** If Lessor is unable to deliver possession of the premises at the commencement date in Item 1, Lessor will not be liable for any damage caused by the delay, nor will this Lease be void or voidable, but Lessee will not be liable for any rent until possession is delivered. Lessee may terminate this Lease if possession is not delivered within 15 days of the commencement term in Item 1.
- 12. **LESSEE'S INSURANCE.** Lessee, at his or her expense, will maintain plate glass, public liability, and property damage insurance insuring Lessee and Lessor with minimum coverage as follows: SEE ADDENDUM A-
Lessee will provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The policy will require **ten (10) day's written notice to Lessor prior to cancellation or material change of coverage.**
- 13. **LESSOR'S INSURANCE.** Lessor will maintain hazard insurance covering one hundred percent (100%) of actual value of improvements throughout the Lease term. Lessor's insurance will not insure Lessee's personal property, leasehold improvements, or trade fixtures.
- 14. **SUBROGATION.** To the maximum extent permitted by insurance policies which may be owned by the parties, Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.
- 15. **UTILITIES.** Lessee will be responsible for the payment of the following utilities and services:
 ~~water~~ ~~gas~~ ~~electricity~~ ~~heat~~ ~~refuse~~ ~~janitorial~~
Lessor will be responsible for all other services and utilities, except: Lessee's internet and phone service / connections.
- 16. **SIGNS.** Lessee will not place, maintain, nor permit any sign or awning on any exterior door, wall, or window of the premises without the express written consent of Lessor, which will not be unreasonably withheld, and of appropriate governmental authorities.
- 17. **ABANDONMENT OF PREMISES.** Lessee will not vacate or abandon the premises at any time during the term of this Lease. If Lessee does abandon or vacate the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee left on the premises will be deemed to be abandoned, at the option of Lessor.
- 18. **CONDEMNATION.** If any part of the premises is condemned for public use, and a part remains which is susceptible of occupation by Lessee, this Lease will, as to the part taken, terminate as of the date the condemnor acquires possession. Lessee will be required to pay such proportion of the rent for the remaining term as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided, however, that either party may, at his or her option, terminate this Lease as of the date the condemnor acquires possession. In the event that the premises are condemned in whole, or the remainder is not susceptible for use by the Lessee, this Lease will terminate upon the date which the condemnor acquires possession. All sums which may be payable on account of any condemnation will belong solely to the Lessor; except that Lessee will be entitled to retain any amount awarded to him or her for his or her trade fixtures and moving expenses.
- 19. **TRADE FIXTURES.** Any and all improvements made to the premises during the term will belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination, remove all his or her trade fixtures, but will pay for all costs necessary to repair any damage to the premises occasioned by the removal.

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- 20. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term, from any cause except acts or omission of Lessee, Lessor will promptly repair the premises, provided that such repairs can be reasonably made within sixty (60) days. Such partial destruction will not terminate this Lease, except that Lessee will be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs interferes with the business of Lessee on the premises. If the repairs cannot be made **within sixty (60) days**, this Lease may be terminated at the option of either party by giving written notice to the other party **within the sixty (60) day period**.
- 21. **HAZARDOUS MATERIALS.** Lessee will not use, store, or dispose of any hazardous substances upon the premises, except the use and storage of such substances that are customarily used in Lessee's business, and are in compliance with all environmental laws. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property. Lessee will be responsible for the cost of removal of any toxic contamination caused by lessee's use of the premises.
- 22. **INSOLVENCY** The appointment of a receiver, an assignment for the benefits of creditors, or the filing of a petition in bankruptcy by or against Lessee, will constitute a breach of this Lease by Lessee.
- 23. **DEFAULT.** In the event of any breach of this Lease by Lessee, Lessor may, at his or her option, terminate the Lease and recover from Lessee: (a) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform his or her obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, that portion of any leasing commission paid by Lessor and applicable to the unexpired term of the lease. Lessor may, in the alternative, continue this Lease in effect, as long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of Lessor's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease. If said breach of Lease continues, Lessor may, at any time thereafter, elect to terminate the Lease. These provisions will not limit any other rights or remedies which Lessor may have.
- 24. **SECURITY.** The security deposit will secure the performance of the Lessee's obligations. Lessor may, but will not be obligated to, apply all or portions of the deposit on account of Lessee's obligations. Any balance remaining upon termination will be returned to Lessee. Lessee will not have the right to apply the security deposit in payment of the last month's rent.
- 25. **DEPOSIT REFUNDS.** The balance of all deposits will be refunded **within thirty (30) days** (or as otherwise required by law), from date possession is delivered to Lessor or his or her authorized agent, together with a statement showing any charges made against the deposits by Lessor.
- 26. **ATTORNEY FEES.** In any action, arbitration, or other proceeding involving a dispute between Lessor and Lessee arising out of this Lease, the prevailing party will be entitled to reasonable attorney fee, expert witness fees, and costs.
- 27. **WAIVER.** No failure of Lessor to enforce any term of this Lease will be deemed to be a waiver.
- 28. **NOTICES.** Any notice which either party may or is required to give, will be given by mailing the notice, postage prepaid, to Lessee at the premises, or to Lessor at the address shown in Item 2, or at such other places as may be designated in writing by the parties from time to time. Notice will be effective **five (5) days after mailing**, or on personal delivery, or when receipt is acknowledged in writing.
- 29. **HOLDING OVER.** Any holding over after the expiration of this Lease, with the consent of Lessor, will be a month-to-month tenancy at a monthly rent equal to the rent for the month immediately preceding the expiration date, plus 20%. The monthly rent shall be payable in advance and the occupancy subject to all of the other terms and conditions of this Lease, as applicable, until either party terminates the tenancy by giving the other party **thirty (30) days written notice**.
- 30. **TIME.** Time is of the essence of this Lease.
- 31. **HEIRS, ASSIGNS, SUCCESSORS.** This Lease is binding upon and inures to the benefit of the heirs, assigns, and successors of the parties.
- ~~32. **OPTION TO RENEW.** Provided that Lessee is not in default in the performance of this Lease, Lessee will have the option to renew the Lease for an additional term of months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease will apply during the renewal term, except that the monthly rent will be the sum of \$ which will be adjusted after commencement of the renewal term in accordance with any increases set forth in Paragraph Item 2.
The option will be exercised by written notice given to Lessor not less than days prior to the expiration of the initial Lease term. If notice is not given within the time specified, this Option will expire.~~
- 33. **AMERICANS WITH DISABILITIES ACT.** The parties are alerted to the existence of local, state or federal accessibility standards (such as the Americans With Disabilities Act), which may require costly structural modifications. The parties are advised to consult with a professional familiar with these requirements.
 - Lessor states that the Premises HAVE NOT been inspected by a Certified Access Specialist (CASp).
 - Lessor states that the Premises HAVE been inspected by a Certified Access Specialist (CASp). The premises HAVE or HAVE NOT met all applicable construction-related accessibility standards pursuant to current regulations. Lessee has received and reviewed a copy of such report at least 48 hours prior to signing this lease. If repairs or modifications required to correct violations of construction-related accessibility standards are noted in the report, these shall be the responsibility of _____ for the following: _____.

Lessee [] [] has read this page.

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34. **LESSOR'S LIABILITY.** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such title or interest will be substituted as the Lessor under this Lease, and the original Lessor will be released of all further liability; provided, that all deposits will be transferred to the grantee.

35. **ESTOPPEL CERTIFICATE.**

(a) On **ten (10) days' prior written notice** from Lessor, Lessee will execute, acknowledge, and deliver to Lessor a statement in writing: [1] certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, if any; and [2] acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective buyer or encumbrancer of the premises.

(b) At Lessor's option, Lessee's failure to deliver such statement within such time will be a material breach of this Lease or will be conclusive upon Lessee: [1] that this Lease is in full force and effect, without modification except as may be represented by Lessor; [2] that there are no uncured defaults in Lessor's performance; and [3] that not more than one month's rent has been paid in advance.

(c) If Lessor desires to finance, refinance, or sell the premises, or any part thereof, Lessee agrees to deliver to any lender or buyer designated by Lessor such financial statements of Lessee as may be reasonably required by such lender or buyer. All financial statements will be received by the Lessor or the lender or buyer in confidence and will be used only for the purposes set forth.

36. **SUBORDINATION.** This Lease, at Lessor's option, will be subordinate to any mortgage, deed of trust, or other security now existing or later placed upon the property; provided, however, that Lessee's right to quiet possession will not be disturbed if Lessee is not in default on the payment of rent or other provision of this lease.

37. **ENTIRE AGREEMENT.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. The following exhibits are a part of this Lease:

Exhibit A: TENANT IMPROVEMENBT AND PREMISE PLAN

Exhibit B: _____

38. **ADDITIONAL TERMS AND CONDITIONS.**

SEE ADDENDUM A PARAGRAPH 39 THROUGH 45 ATTACHED HERETO AND MADE PART OF THIS LEASE

The undersigned Lessee acknowledges that he or she has thoroughly read and approved each of the provisions contained in this Offer, and agrees to the terms and conditions specified.

Lessee _____ Date _____ Lessee _____ Date _____
Mike Prinz, PE General manager

Receipt for deposit acknowledged by _____ Date _____
Gary Gustafson DRE #00414569

ACCEPTANCE

The undersigned Lessor accepts the foregoing LEASE and agrees to lease the premises on the terms and conditions set forth above.

NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each broker individually and may be negotiable between the owner and broker.

The Lessor agrees to pay to SVN | MG Property Advisors, Inc. Gary Gustafson Agent DRE # 00414569 License # _____ and _____ License # _____, the Broker(s) in this transaction, the sum of \$ _____ for services rendered and authorizes Broker(s) to deduct said sum from the deposit received from Lessee.

In the event the Lease is extended for a definite period of time or on a month-to-month basis after expiration of the original term, Lessor will pay to Broker an additional commission of _____% of the total rental for the first extended period, and an additional commission of _____% of the total rent for any, and all, additional extensions. Commissions will be due and payable at the commencement of the applicable extension if for a fixed term, or if on a month-to-month basis, at the termination of Lessee's occupancy or one year, whichever is earlier.

In any action for commission, the prevailing party will be entitled to reasonable attorney fees.

Lessor _____ Date _____ Lessor _____ Date _____
Ciaran Scally, Rathlin Properties LLC Louise Martinm, Rathlin Properties LLC

Lessor's Address Rathlin Properties LLC Telephone 510-917-9033 Fax _____
4096 Piedmon Avenue #260, Oakland CA 94611 E-mail scalmart@comast.net

Lessee acknowledges receipt of a copy of the accepted Lease on (date) _____ [] []
(initials)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (Lease) (As required by the Civil Code - Confirmation Separate)

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When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

LESSOR/OWNER'S AGENT

A Lessor/Owner's agent under a listing agreement with the Lessor/Owner acts as the agent for the Lessor/Owner. A Lessor/Owner's agent or a subagent of that agent has the following affirmative obligations:

To the Lessor/Owner:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor/Owner.

To the Lessee/Tenant and the Lessor/Owner:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

LESSEE/TENANT'S AGENT

A Lessee/Tenant's agent can, with a Lessee/Tenant's consent, agree to act as agent for the Lessee/Tenant only. In these situations, the agent is not the Lessor/Owner's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor/Owner. An agent acting only for a Lessee/Tenant has the following affirmative obligations:

To the Lessee/Tenant:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee/Tenant.

To the Lessee/Tenant and the Lessor/Owner:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH LESSOR/OWNER AND LESSEE/TENANT

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor/Owner and the Lessee/Tenant in a transaction, but only with the knowledge and consent of both the Lessor/Owner and the Lessee/Tenant.

In a dual agency situation, the agent has the following affirmative obligations to both the Lessor/Owner and the Lessee/Tenant:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor/Owner or the Lessee/Tenant.
- (b) Other duties to the Lessor/Owner and the Lessee/Tenant as stated above in their respective sections.

In representing both Lessor/Owner and Lessee/Tenant, the agent may not, without the express permission of the respective party, disclose to the other party that the Lessor/Owner will accept a price less than the listing price or that the Lessee/Tenant will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Lessor/Owner or Lessee/Tenant from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof, or on an attached page. **Read it carefully.**

I/We have read this disclosure and acknowledge receipt of a copy of this disclosure and a copy of Civil Code Sections 2079.13 to 2079.24 attached hereto.

Lessor/Owner _____
Ciaran Scally, Rathlin Properties LLC

Date _____

Lessor/Owner _____
Louise Martinm, Rathlin Properties LLC

Date _____

Lessee/Tenant _____
Mike Prinz, PE General manager

Date _____

Lessee/Tenant _____

Date _____

Agent SVN | MG Property Advisors, Inc. Gary Gustafson Agent DRE # 00414569
(Print Name of Agent/Broker)

By _____
(Associate Licensee Signature)

Date _____

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CHAPTER 2 OF TITLE 9 OF PART 4 OF DIVISION 3 OF THE CIVIL CODE

Article 2.5. Agency Relationships in Residential Real Property Transactions

§2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

- (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part I of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.
- (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part I of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.
- (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.
- (d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.
- (e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.
- (f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.
- (g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.
- (h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.
- (i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.
- (j) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.
- (k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.
- (l) "sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.
- (m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.
- (n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.
- (o) "subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

§ 2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

- (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.
- (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).
- (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.
- (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

§ 2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

§ 2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

<p>_____ is the agent of (check one):</p> <p>(Name of Listing Agent)</p> <p><input type="checkbox"/> the seller exclusively; or</p> <p><input type="checkbox"/> both the buyer and seller.</p>	<p>_____ is the agent of (check one):</p> <p>(Name of Selling Agent if not the same as the Listing Agent)</p> <p><input type="checkbox"/> the buyer exclusively; or</p> <p><input type="checkbox"/> the seller exclusively; or</p> <p><input type="checkbox"/> both the buyer and seller.</p>
--	---

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

§ 2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

§ 2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

§ 2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

§ 2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

§ 2079.22. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

§ 2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

§ 2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Addendum “A” to Commercial Lease and Deposit Receipt

This Addendum is to that Commercial Lease and Deposit Receipt for reference purposes dated October 10, 2019 by and between Rathlin Properties LLC as Lessor, and Las Gallinas Valley Sanitary District as Lessee for the premises known as Suite 300 at 101 Lucas Valley Road, San Rafael, California (the “Lease”)

The undersigned Lessor and Lessee agree as follows:

39. RENT PRIMARY LEASE TERM.

Fixed Rent Adjustments .The base rent payable in paragraph 2 of the lease is subject to adjustment as follows:

<u>Period</u>	<u>Monthly Rent</u>
12/01/2019 thru 11/30/2020	\$7,796.00
12/01/2020 thru 11/30/2021	\$8,029.00
12/01/2021 thru 11/30/2022	\$8,271.00
12/01/2022 thru 11/30/2023	\$8,519.00
12/01/2023 thru 11/30/2024	\$8,774.00

40. GROSS LEASE PROVISIONS. In addition to the monthly base rent and cost for utilities and services which Lessee is obligated to pay pursuant to paragraph 15 of the lease, Lessee further agrees to pay each month along with base rent, Lessee’s proportionate share of the Lessor’s increase in Base Year Operating Expenses for the property, including, but not limited to, real property taxes, insurance, commonly metered utilities, parking lot & landscaping maintenance, general maintenance and repairs, common area maintenance, professional property management, janitorial service. Base Year Operating Expenses is defined as any increase in Lessor’s total operating expenses of the property after the calendar year 2021. Lessor will provide Lessee with a timely annual reconciliation and the reconciled amount shall establish Lessee’s monthly estimate payable for the next calendar year. Lessee’s proportionate share is based on the ratio of square footage of the premises to the total rentable square footage of the property in which the premises is located and for purposes of this lease is 10.4%.

39. ASSIGNMENT & SUBLETTING. In addition to the terms and conditions of paragraph 6, Lessee shall be subject to the following additional terms and conditions:

(a) Should Lessee desire to assign or sublet this Lease, Lessee shall deliver to Lessor the name, contact information and business experience and proposed use of the premises by the proposed assignee or sub-lessee. Concurrently, Lessee shall deliver to Lessor a customary financial statement, a current credit history

DRAFT

report and other financial information describing the proposed assignee or sub-lessee as the Lessor may reasonably require.

(b) Should Lessor consent to any assignment or sublease, Lessee agrees as a condition of approval, and as reasonable compensation for Lessor's review of the applicant, and preparation of the assignment or sublease documents, to pay to Lessor the sum of Eight Hundred and 00/100 dollars (\$800.00).

(c) As a condition of Lessor's consent to any assignment or sub-lease, Lessee agrees 50 % of any consideration received by Lessee in excess of the amounts due under this lease shall be paid to Lessor, less a typical real estate broker commission, if any.

40. PARKING. All parking on site is on a first come first served basis.

41. LESSEE'S INSURANCE. Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon and arising out of the ownership, use, occupancy or maintenance of the premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount of not less than \$500,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall cause a Certificate of Insurance to be issued annually confirming the required coverages and naming the Lessor as an additional insured.

42. LESSOR WORK. Lessor shall at Lessor's sole cost construct those tenant improvements as called for and described in the Tenant Improvement plans, attached hereto as Exhibit A as drawn by Robert Wright AIA and approved by Lessor and Lessee. Work shall be done by Lessee prior to occupancy.

43. INDEMNIFICATION OF LESSOR. LESSEE agrees to indemnify and save harmless and defend the LESSOR from and against any and all losses, liability, suits, actions, costs, expenses, claims, cause of action and damages arising out of any personal injury bodily injury, loss of life, or damage to property to the extent caused, in whole or in part, by the recklessness, the willful misconduct or negligent acts or omissions of Lessee, occurring on the premises or LESSEE's use of the premises, but excluding any liabilities due to the recklessness the willful misconduct or negligent acts or omissions of the LESSOR.

44. RESOLUTION BY BOARD. A copy of the Resolution by the Board of Directors of the Las Gallinas Valley Sanitary District authorizing the signing of this lease and designating the person executing this lease shall be attached hereto.

45. OPTION TO EXTEND THE TERM. So long as Lessee is not in default under this Lease, either at the time of exercise or at the time the extended term(s) commence, Lessee will have the option to extend the initial Term of this Lease for two (2) additional periods of Twelve (12) months (the "Option Period(s)") on the same terms, covenants and conditions of this Lease, except that the Monthly Base Rent payable during each Option Period will be in the amount(s) as determined below.

DRAFT

Lessee may exercise its option only by giving Lessor written notice ("Option Notice") at least 90 days prior to the expiration of the initial Term or the first Option Period Term of this Lease.

Fixed Rent Adjustments The Monthly Base Rent for the Option Period is as set forth below:

Option Period 1
12/01/2024 thru 11/30/2025

New Monthly Base Rent
\$9,038.00

Option Period 2
12/01/25 thru 11/30/2026

New Monthly Base Rent
\$9,309.00

Lessor:

Rathlin Properties LLC

By: _____
Ciaran Scally

By: _____
Louise Martin

Date: _____

Lessee:

Las Gallinas Valley Sanitary District

By: _____
Mike Prinz, PE, General Manager

By: _____

Date: _____

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AMERICANS WITH DISABILITIES ACT DISCLOSURE

This is in reference to the Agreement dated _____, between RATHLIN PROPERTIES LLC,
and LAS GALLINAS VALLEY SANITARY DISTRICT, concerning property commonly known as
q101 LUCAS VALLEY RD., #300 SAN RAFAEL, CA 904903.

The Americans With Disabilities Act, effective January 26, 1992, prohibits discrimination against persons with a disability in virtually all places of public accommodation and commercial facilities, including certain residential properties. The law requires removal of architectural and communications barriers in existing privately owned places of public accommodation, to make buildings readily accessible to disabled persons.

A new building intended for first occupancy after January 26, 1993, must for all practical purposes be barrier free or "readily accessible" to people with disabilities.

Compliance with the ADA may require considerable expense, and penalties may be incurred if a property is not in compliance.

A real estate broker does not have the technical expertise to either determine whether a building is in compliance with ADA requirements or to advise a principal on the requirements of the ADA. Principals to the above referenced agreement are advised to consult an attorney, contractor, architect, engineer, or other qualified professionals of their own choosing, to determine if and to what extent the ADA affects their property or this transaction.

The undersigned acknowledge that they have read and understand this disclosure and have received a copy.

Mike Prinz, PE General manager Date _____

Date _____

Ciaran Scally, Rathlin Properties LLC Date _____

Louise Martinm, Rathlin Properties LLC Date _____

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10/17/2019

General Manager Report

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

10/17/2019 BOARD REPORTS

Agenda Item 6.1

LAFCO

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

Agenda Item 6.2

Gallinas Watershed Council/Miller Creek Watershed Council

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

Agenda Item 6.3

JPA Local Task Force on Solid and Hazardous Waste

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

Agenda Item 6.4

Flood Zone 7

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

Agenda Item 6.5

NBWA

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

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

Agenda Item 6.6

NBWRA/North Bay Water

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

Agenda Item 6.7

Engineering Subcommittee

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

10/17/2019 BOARD REPORTS

Agenda Item 6.8

Other Reports – 34th Annual WaterReuse Symposium

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

Agenda Item 6.8
Date October 17, 2019

9/15/2019

REPORT TO LGVSD BOARD from Rabi Elias

RE: 34th Annual Water Reuse Symposium

San Diego 9-8 to 9-11, 2019

There were many topics discussed, some of them were very technical, loaded with abbreviation and acronyms. Of interest to me was the topic of sustainability, resiliency of water reuse in the year 2050, Technology, Regulations and Utility Planning. The format of the presentation was a discussion. The moderator was Chance Lauderdale from HDR and the speakers were: Lauren Zaravnsky from HRSD SWIFT, Chris Phipps from Anne Arundel County MD., Stephen Katz from Suez, and Jason Dadakis from OCWD.

Pilot studies and demonstration scale projects to allow innovations to happen were major items of discussion. We need to develop technological discoveries with specific focus on instrumentation testing and monitoring. Sophisticated instruments and apparatuses are not available commercially. Temperature rise, increase of carbon foot print, demography and projected 2 million added to world population by the year 2050 are predicted and we have to be ready to face these issues.

Trends in water reuse have to be figured on more of a circular trend, resources, product, and back to replenish resources. Positive control standards and additional control on the fly will be needed, resulting in more deviation to standards and more regulation reviews and updates.

Crucial upstream quality and back end post treatment with different processing to address microbial, chemical qualities, and trace levels have to be studied and analyzed.

Pilot testing, pyridine shifts generate good scientific base and continuous innovations. A combination of utilities and academia to look into decentralization for large buildings, industrial and may even evolve to single homes.



BOARD MEMBER MEETING ATTENDANCE REQUEST

Date: _____ Name: _____

I would like to attend the _____ Meeting
of _____

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

Actual meeting date(s): _____

Purpose of Meeting: _____

Frequency of Meeting: _____

Estimated Costs of Travel (if applicable): _____

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

For Office Use Only

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

10/17/2019

BOARD AGENDA ITEM REQUESTS

Agenda Item 7B

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

Bay inundated with flow of microplastic pollution

Plastic

NEW STUDY

Report: 7 trillion pieces wash into body of water annually

By Paul Rogers

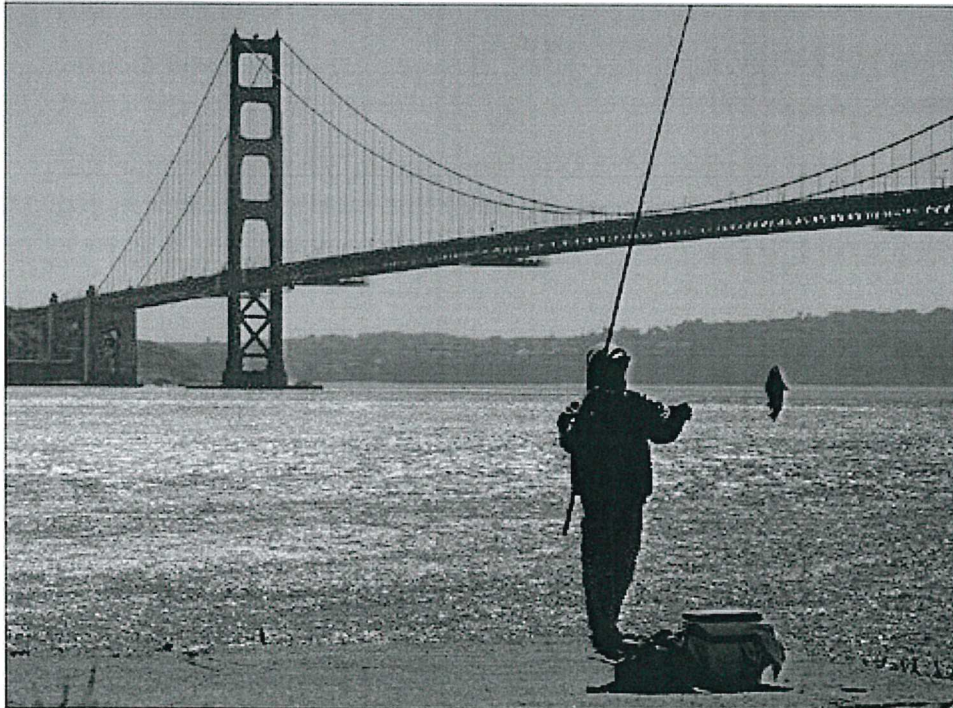
Bay Area News Group

Every year, 7 trillion tiny pieces of plastic, roughly equal to 1 million pieces each for every man, woman and child in the Bay Area, flow into San Francisco Bay, according to the most comprehensive scientific study yet on the subject.

The three-year study found that billions of pieces of “microplastic” — particles smaller than 5 millimeters each, or roughly the size of a pencil eraser — pour through the Bay Area’s 40 sewage treatment plants every year. The particles come from synthetic fibers in clothing, like fleece jackets that shed in washing machines or baby wipes flushed down toilets, and then wash down sewer pipes, pass through treatment plant filters and empty into bay waters.

But 300 times more of the relentless toxic confetti, the study revealed, comes from storm drains, the largest source of the particles. The drains collect plastic litter from roads, foam food packaging, rubber bits from car tires, and other sources,

PLASTIC >> PAGE 4



An angler makes a catch at the Golden Gate near Sausalito on Wednesday. San Francisco Bay has a higher concentration of microplastic pollution than many other large bodies of water around the world, a study found.

ALAN DEP — MARIN INDEPENDENT JOURNAL



Bo Dougan picks up trash along the San Rafael coastline on Coastal Cleanup Day in 2018. A study detailed plastic pollution in San Francisco Bay.

SHERRY LAVARS — SPECIAL TO THE MARIN INDEPENDENT JOURNAL

Bay inundated with flow of microplastic pollution

Plastic

FROM PAGE 1

and deliver the debris to creeks and the bay, especially during wet winter months, where it breaks down but never fully disappears.

“These are pieces smaller than a kernel of popcorn,” said Rebecca Sutton, lead author of the study and a senior scientist at the San Francisco Estuary Institute, a nonprofit research center in Richmond. “Many of them are too small to even see. You have to use a microscope. They are tiny little particles and tiny little fibers.”

The study, conducted by researchers at the San Francisco Estuary Institute, University of California at Davis, the University of Toronto and other institutions, was released Wednesday.

California has done more than most other states to reduce plastic pollution. The state has banned plastic grocery bags and prohibited plastic “microbeads” in toothpaste and cosmetics. And numerous cities have limited foam packaging in restaurants.

But the Bay Area has a dense population around its bay shore. And the bay’s narrow opening at the Golden Gate limits tidal action and natural flushing to the ocean. So San Francisco Bay has a higher concentration of microplastic pollution than many other large bodies of water around the world, the study found.

“It’s one of these things that has kind of crept up on us,” said Jared Blumenfeld, secretary of California’s Environmental Protection Agency. “Most of us didn’t see this coming five years ago.”

To be sure, the science of microplastics is still in its infancy. There have not been direct connections made between tiny bits of plastic piling up in the environment and adverse impacts on the health of Bay Area residents.

But the new study found that all those tiny particles are building up in small bay fish, like anchovies. Species at the lower end of the food chain are eaten by larger animals, including big fish, birds, sea lions and some people. And sometimes, people ingest the plastic particles from drinking water.

Blumenfeld noted a study in January from the University of Newcastle, in Australia, which found that the average person in the world ingests 5 grams of plastic every week, about the same amount as in a credit card.

“We are just at the beginning of understanding what this means for us,” Blumenfeld said. “But generally if someone asks you if you want to ingest 5 grams of plastic a week, most people would say no.”

Scott Tye, chairman of the Marin chapter of the Surfrider Foundation, said more must be done to regulate how much plastic is discharged into the ocean.

“We’re talking about something that is in the serum of fluids of animals,” Tye said. “It’s no longer picking it up on the beach. ... It’s gotten much worse.”

There are multiple ways to reduce the pollution, experts say. First, filters can be put on washing machines that capture many of the synthetic microfibers. They cost manufacturers about \$7 each to install, Blumenfeld noted.

“The technology exists. It’s only a matter of time,” he said. “Someone will mandate them, I’m sure.”

Second, former Gov. Jerry Brown signed laws last year requiring the state Ocean Protection Council to come up with a strategy for reducing microplastics, and requiring the state Water Resources Control Board to adopt methods to measure them and inform the public about their levels in drinking water by 2021.

Two landmark bills this year would have required food and beverage companies selling products in California to cut single-use plastic packaging 75% by 2030, by setting up recycling programs, using compostable plastic and reducing packaging. But facing opposition from the recycling industry, the bills failed to come up for a final vote when the Legislature ended for the year. The legislation will be back in January.

“There’s a lot of interest in the governor’s office and the Capitol in general to get comprehensive reform for how we deal with single-use packaging,” Blumenfeld said. “The odds for something significant happening on that are good.”

In the Bay Area, state regulators required 80 cities to reduce the amount of trash flowing into the bay by 80 percent from 2009 levels as of July 1 of this year. Most are on pace to meet that goal, said Michael Montgomery, executive officer of the San Francisco Bay Regional Water Quality Control Board.

Cities have increased street sweeping, put trash capture devices in storm drains and taken other steps, he noted. But major upgrades to sewage treatment plants and storm drain systems can cost billions of dollars, which are often funded by residents' month sewer or property tax bills.

"The better we understand the sources of these microplastics and their toxicity, the more informed the remedies can be," Montgomery said. "We want to know which actions will have the biggest bang for the buck."

Environmentalists say more should be done. The trash rules are a good start, they say, but allow cities to estimate how much they have reduced their trash, and need more oversight and enforcement, said Sejal Choksi-Chugh, executive director of San Francisco Baykeeper, a conservation group.

"It's kind of check-the-box, pat-yourself-on-the-back kind of thing," she said. "If you go to the shoreline in places like Berkeley or Oakland, every Coastal Cleanup Day volunteers clean up tons of trash. And it doesn't look like there's any less now than there was 10 years ago."

As part of the new study, scientists from the San Francisco Estuary Institute, working with 5 Gyres Institute, a nonprofit group based in Los Angeles, measured microplastics coming from 12 streams and rivers into the bay.

They also measured treated wastewater flowing from eight large wastewater treatment plants that represent 70% of the effluent that flows into the bay, including in San Jose, San Francisco and Oakland.

And they collected water samples at 17 sites in the bay, studied the digestive tracts of small fish, and measured microplastic accumulating in the mud on the bay floor.

The researchers will be presenting their findings to scientists and public officials in Berkeley on Wednesday.

"Plastic pollution is really pervasive," said Sutton. "We use plastic in so many ways in our society. Our understanding of it and concern about it are rapidly evolving. But we have solutions we can implement to control this problem and keep our bay healthy."

How garbage from landfills is advancing UC's clean energy future



Credit: Anaergia Group

The University of California just took another big step towards wiping out its carbon footprint.

Under a recently-signed deal with [Anaergia Inc.](#), a global technology leader in organic waste to renewable energy solutions, UC is expanding its shift away from natural gas to biogas, a form of renewable energy that actually cuts greenhouse gas emissions.

The university has agreed to purchase approximately \$42M worth of renewable biogas from Anaergia over the next 20 years, a move that will help UC meet its climate neutrality goals while also putting it at the forefront of California's next big environmental advance.

Thanks to state legislation that mandates a 75 percent reduction in the volume of organic waste going into landfills by 2025, California is on the cusp of a new paradigm in which we stop wasting our garbage and start turning it into a source of earth-friendly energy and fertilizer.

In many ways, the UC-Anaergia partnership is the face of that greener future. Anaergia is building the Rialto Bioenergy Facility – the largest organic waste diversion and renewable energy recovery facility in North America. This plant is expected to open in late 2020.

Once fully operational, the Rialto Bioenergy Facility is to divert about 400 million pounds of food scraps and other organic waste each year from southern California landfills. That material will then be fed into an anaerobic biodigester and transformed into clean, renewable natural gas and fertilizer.

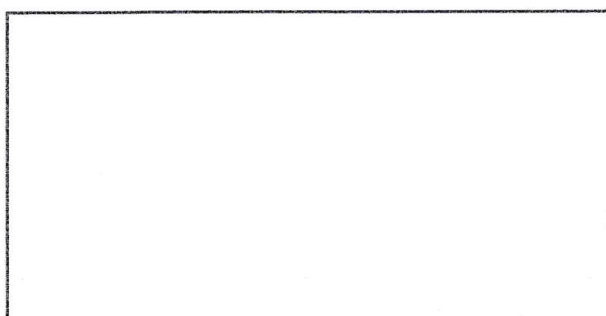
“We’re using the two largest organic waste streams in society – trash and sewage – to make renewable natural gas,” Yaniv Scherson, the managing director of Anaergia’s Western Region. “The anaerobic digester eats those organics and makes methane. We take that gas, clean it of impurities, and then inject it into the gas grid. It is exactly the same as other natural gas, but instead of coming from fossil fuels and fracking, this is renewable and is carbon negative.”

The production of biogas from organic waste also helps California deal with another aspect of climate change: Landfills are one of the U.S.'s biggest emitters of methane, an extremely potent greenhouse gas.

By diverting waste from southern California area landfills, the Rialto Bioenergy Facility will wipe out up to 220,000 metric tons of greenhouse gases each year – roughly equivalent to taking 46,700 cars off the road.

“In other words, biogas is a clean, renewable energy source that fights climate change. That makes it a great fit for UC’s energy portfolio,” said David Phillips, UC’s associate vice president for energy and sustainability.

“In addition to aligning with our carbon neutrality goal, this project also aligns with UC’s sustainability goals for zero waste and regenerative agriculture systems,” Phillips said.



The Rialto Bioenergy Facility will eliminate 220,000 metric tons of greenhouse gases each year – the rough equivalent of taking 46,700 cars off the road

Credit: Anaergia

Although the Rialto contract currently accounts for just about one percent of UC's natural gas usage, UC has set a target of achieving 40 percent of its natural gas from renewable sources by 2025 – the same year the university hopes to achieve carbon neutrality.

UC's partnership with Anaergia may well be a template for the future, as businesses across California shift operations to meet the 2025 landfill diversion goal and find climate neutral energy sources.

California needs many facilities like the Rialto Bioenergy Facility to hit its 2025 waste diversion target, Scherson said. It took state legislation to make recycling an everyday reality in California, and now it's hard to imagine the state without it. Solar energy got a similar regulatory boost, and it's now a thriving part of California's economy.

Biogas may take off in a similar fashion, Scherson said, and Anaergia is thrilled to partner with UC to help make it happen.

“We are a technology-driven mission-based company that is focused on combatting climate change and driving sustainability, so there is significant alignment with UC and its goals,” Scherson said.

It also doesn't hurt that Scherson is a UC Berkeley alum, and his father, Isaac Scherson, is a professor of computer science at UC Irvine.

“UC is in my blood. It's personally very fulfilling to be working and partnering with UC,” Scherson said.

PFAS

FACT SHEET

What Are PFAS?

Per and polyfluoroalkyl substances (PFAS)¹ are a group of man-made fluorinated compounds which are used for a variety of applications by both industry and residential households. These chemicals are widely used because they are resistant to heat, water, and oil. **PFAS are commonly found in every American household, and in products as diverse as:**



PFAS have been in commercial use since the 1940's and are abundant in today's society. Two of the most common types (PFOS and PFOA) were phased out of production in the United States in 2002 and 2015 respectively, but are still present in some imported products. PFOA and PFOS are found in every person's blood stream in the parts per billion range, though those concentrations have decreased by 70% for PFOA and 84% for PFOS between 1999 and 2014, which coincides with the end of the production and phase out of PFOA and PFOS in the United States.²

PFAS Are Ubiquitous in Our Homes and Our Environment

Several recent legislative and regulatory efforts across the US to address PFAS have focused on limiting levels in drinking water. However, there has been relatively little conversation about the presence of these chemicals in our everyday lives. In several studies, the mean and median concentration of PFOA in household dust in the United States was found to be between roughly 10,000 and 50,000 parts per trillion (ppt)³. **This means there is significantly more PFAS in the ambient dust in the average home than the levels currently being discussed as thresholds for drinking water.** Not only are PFAS part of the air we breathe and the products we use, but they have also been found in the food we eat. In other words, there are numerous human exposure pathways for PFAS beyond drinking water.

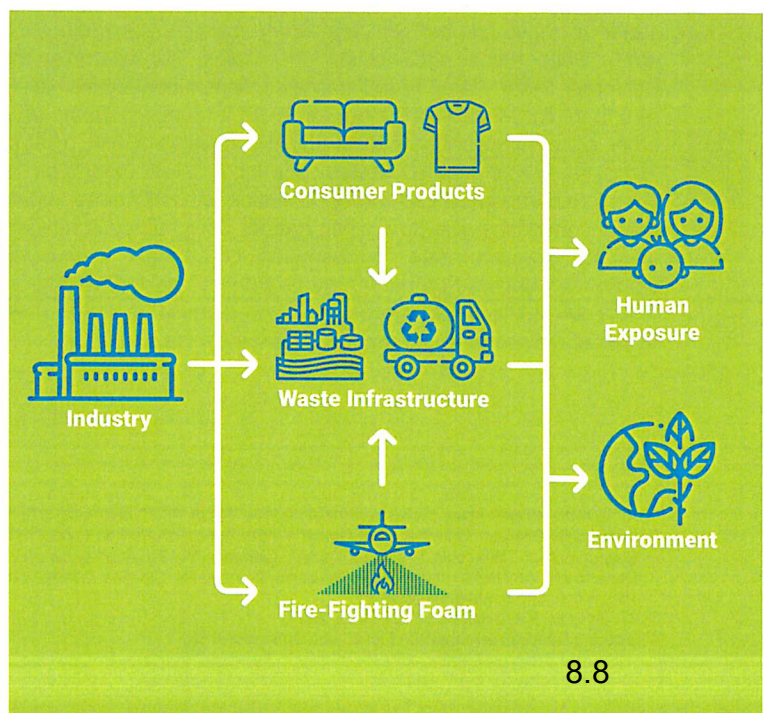
Importance of Human Health Protection

Agencies providing essential public services such as safe drinking water, wastewater treatment, water recycling, and biosolids recycling firmly believe in our **collective mission to ensure safe drinking water and sanitation services**. We also acknowledge and embrace our role as environmental and public health stewards and the responsibility of providing a healthy and clean environment now and for future generations. To that end, agencies would be in support of actions and regulations intended to ensure delivery of those services as long as they are based on credible science and developed after due deliberation. There is concern that in the case of PFAS, notification levels, thresholds, and in some cases limits are being developed in advance of the scientific and public process.

PFAS Producers and Heavy Users Are Not the Same as PFAS "Receivers"

Drinking water treatment systems and wastewater treatment facilities are not "producers" or users of PFAS, and **none of these essential public service providers utilize PFAS chemicals**. Rather, they are "receivers" of these chemicals used by manufacturers and consumers, and merely convey or manage the traces of PFAS that we encounter in our daily lives.

In order to address the true sources of these chemicals, discontinuation of production and use (both domestic and foreign) is necessary at manufacturing facilities and heavy use areas such as firefighting training sites. As long as PFAS are elements of products used in our everyday lives, and as long as background levels resulting from decades of manufacturing and use persist, they will continue to be found in the "receiver" streams.



Placing PFAS in Context: Distinguishing Contaminated Sites and Background Levels

Recent legislative and regulatory efforts to address PFAS have tended to not differentiate between concentrations at producer and heavy user contaminated sites and common background levels in drinking water, groundwater, recycled water, wastewater, or biosolids. The levels of PFAS found in these two scenarios are dramatically different. Sites found near manufacturers of PFAS can have levels of contamination at 100,000 to 500,000 ppt. At fire-fighting training sites, including military complexes, levels can be as high as 6,950,000 ppt.⁴ In these circumstances, it is clear that the producers and heavy users of PFAS have caused or contributed to the contamination of sites that need to be addressed. **In contrast, the action levels currently being discussed for drinking water systems range from 5–40 ppt, an exceptionally small fraction of the concentrations found at highly contaminated sites.**

Because of this vast disparity in relative contributions, product manufacturer responsibility and stewardship, as well as cleanup and remediation at highly contaminated sites, are the most efficient and effective methods of addressing these chemicals and protecting human health and the environment.

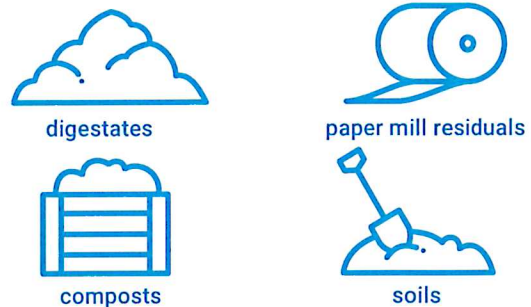
Drinking Water Thresholds and Unintended Consequences

The USEPA has set an advisory level of 70 ppt individually or combined for PFOA and PFOS in drinking water and is currently evaluating the need to develop maximum contaminant levels (MCL) for these and possibly other PFAS compounds. **For perspective, one part per trillion is the equivalent of four grains of sugar in an Olympic sized swimming pool, or the equivalent of one second in 32,000 years.** Even as EPA's work continues, states have begun setting their own PFAS standards for drinking water at a rapid pace and without following some of the usual regulatory and scientific review and public involvement procedures.

The public and political concern about PFAS is leading several states to move forward with regulatory standards or notification levels while the science is still developing. For example, the California State Water Board has established notification levels of 6.5 ppt for PFOS and 5.1 ppt for PFOA in drinking water, while other states have adhered to the USEPA health advisory level of 70 ppt for both combined. States adopting different standards for the same compounds can create confusion and risks undermining public confidence at a time when greater consistency is needed. **In fact, stringent state requirements could have significant unintended impacts on public municipalities and individuals, as numerous public systems could be deemed unusable and/or need to install expensive additional treatment systems.**

Background Levels of PFAS in Wastewater Effluent, Recycled Water and Biosolids

Strict PFAS standards for drinking water could also ultimately impact discharge limits on wastewater treatment plants, recycled water, and biosolids. Because PFAS are ubiquitous in households, consumer products, food, and the environment generally, they will typically make their way into the wastewater stream. After treatment, trace amounts of PFAS may also be found in biosolids. Of course, PFAS are also found in:



Given the ubiquity of PFAS, and the comparative background levels which may be found in wastewater and biosolids, setting requirements near analytical detection limits on these sources may not provide a discernable benefit to public health.

A Measured, Scientifically Sound Response to PFAS Contamination is Needed

Legislators, regulators, drinking water agencies, wastewater agencies, and others should work collaboratively to examine how to deal with PFAS holistically, with science guiding the decision making. We acknowledge and embrace our role as public health and environmental stewards to ensure safe drinking water and sanitation services. However, we know that science is still evolving to understand the fate, exposure, and toxicity of PFAS from environmental media, and the basic analytical methods needed to study these chemicals are still in development for media other than drinking water. Even the extent of human health impacts is not fully understood. This underscores the need to better understand the science and real world risk before setting exceedingly stringent thresholds or limits.

The goal should be to determine the most effective steps needed to reduce human exposure and implement them within the broad context of protecting human health. This requires differentiating high concentration sites from background concentrations and taking action to mitigate concentrations at high use sites. It also demands both a reassessment of products we produce and use daily, and a realistic assessment of how much any action is able to control PFAS already in the background environment. The most significant action we need to take today is to remove these chemicals of concern from the stream of commerce. Source reduction and pollution prevention can serve as the most efficient means of addressing persistent background presence of PFAS and effectively limit the occurrence of PFAS going forward.

1. PFAS is the broader class of chemicals that includes PFOA, PFOS, and many others.
2. Centers for Disease Control and Prevention. Fourth Report on Human Exposure to Environmental Chemicals, Updated Tables, (January 2019). Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention. [cdc.gov/exposurereport](https://www.cdc.gov/exposurereport)
3. Trudel et al., Risk Analysis Vol. 28 No. 2, 2008
4. [ewg.org/interactive-maps/2019_pfas_contamination/map](https://www.ewg.org/interactive-maps/2019_pfas_contamination/map)

SPECIAL DISTRICTS TRANSPARENCY UPDATE

Every year, Marin taxpayers spend hundreds of millions of dollars on special districts, but taxpayers know little about these districts, including what they are. According to the Marin County Department of Finance's list, 133 special districts operate in Marin.

A special district is a discrete local entity that delivers a limited number of public services in a specific geographic area. Special districts are separate and distinct from the cities and counties where they are located.

The 2013-2014 Marin Civil Grand Jury investigated Marin's special districts, and discovered that a complete list of special districts did not exist and information was hard to find. Therefore, it recommended that the county add a page to its website listing all special districts in the county with contact information.

In 2016, a follow-up report entitled Web Transparency Report Card , was issued that found that "The County of Marin does not currently publish a definitive list of all its dependent special districts and JPAs (Joint Powers Authority)." As a result, the jury recommended that:

- All agencies should update their websites to include the annual compensation of its directors, officers and employees.
- The Board of Supervisors should create a comprehensive 'digital' directory with links to all County of Marin's dependent special districts and JPAs.

In response to the above recommendations, the Board of Supervisors agreed to publish a list, but neither of these recommendations have been fully implemented. Marin Local Agency Formation Commission (LAFCO) has a partial list. The County Clerk's Office has a different partial list as mandated by State law. The Marin County Department of Finance has yet another partial list composed primarily of districts that have a financial relationship with the County. The California Secretary of State publishes yet another list covering the entire state.

To ensure transparency and accountability, the current Grand Jury recommends that the Board of Supervisors implement the 2015-2016's recommendations by December 31, 2019.

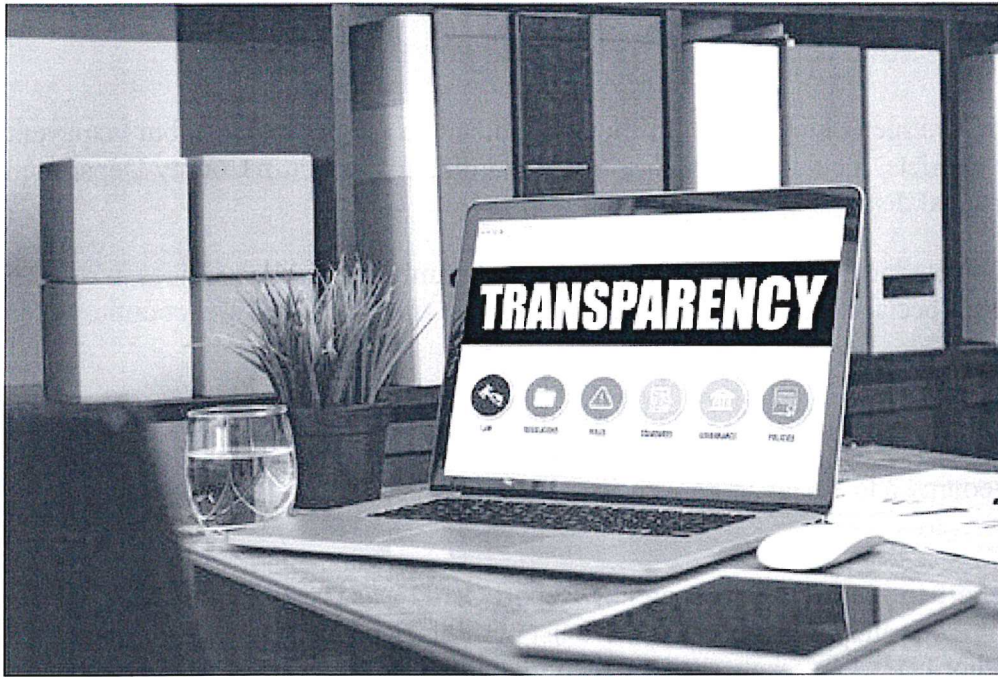


Photo Credit: iStockPhoto

RECOMMENDATIONS R1

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The Marin County Board of Supervisors should create and publish a comprehensive online “digital directory” of all the County of Marin’s dependent and independent special districts, County Service Areas and JPAs, with links to their websites, no later than December 31, 2019.

R2

. The Board of Supervisors, the County Director of Finance, and the County Clerk should determine how the list will be compiled, who will be responsible for maintaining it, what formats it will have, and how it will be published. **R3**

. The list should include: the purpose of the district or JPA; complete compensation

components and amounts (including salary, insurance, stipends, in kind goods, conference fees and other benefits, and reimbursements); how board member compensation is calculated; and if board meetings recorded/ televised.

LGVS D Construction Update 8/30/19

• Robert Ruiz, LGVS D Admin Services Manager, 415-472-1734

Construction on the three-year, \$62 million Secondary Treatment Plant Upgrade and Recycled Water Expansion Project continues! An upcoming construction milestone is a significant concrete pour, which will support the installation of the new Anoxic Basin, Aeration Basin, and Electrical Building.



An estimated total of 410 cubic yards of concrete will be brought onto the District's job site during September. This means that concrete trucks are expected to be making at least 80 trips in and out via Smith Ranch Road throughout that month. In addition, a large quantity of reinforcement steel deliveries will be taking place over the coming weeks, along with many other construction activities.

All this will result in a continuing, high amount of heavy construction and equipment traffic on Smith Ranch Road. A high level of caution is advised for anyone visiting the District.

The reclamation ponds parking area is open – if you are planning on visiting the reclamation ponds and trails, or the District offices:

BE CAUTIOUS - you are very near a major construction zone and heavy construction traffic; drive slowly and watch in all directions for equipment, trucks, and work crews on Smith Ranch Road.

BE AWARE of lane changes and temporary closures of Smith Ranch Road.

OBSERVE ALL SAFETY & TRAFFIC SIGNAGE and follow directions from construction flaggers and workers.

DO NOT PARK ON SMITH RANCH ROAD - the only parking for the reclamation ponds is at the trailhead parking lot – there is no overflow parking available.

DO NOT WALK ON SMITH RANCH ROAD

Go to www.lgvsd.org/construction before your visit to make sure the access road and trailhead are open and available, and for updates and more information about this project.

Thank you for your continued patience during this construction. We apologize for any inconvenience - these cautionary guidelines are necessary to help ensure the safety of all visitors and construction crews.

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JULIA PADILLA
VOICE AND PIANO TEACHER

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Teresa Lerch

From: Mark Millan <millan@datainstincts.com>
Sent: Tuesday, October 8, 2019 2:46 PM
To: Undisclosed Recipients
Subject: A wealthy California enclave has some of the purest tap water in the country, and it starts out as sewage - Business Insider 10/7/19

A wealthy California enclave has some of the purest tap water in the country, and it starts out as sewage

Aria Bendix, Business Insider 10/7/19

Link to full article: <https://www.businessinsider.com/orange-county-purest-drinking-water-filtered-sewage-2019-10>

Whenever I visit my hometown of Orange County, California, I get to sip some of the purest drinking water in the US.

The quality is sometimes hard to spot, since many drinking-water contaminants are odorless, tasteless, and invisible to the human eye. Even in cities where the water is contaminated with lead, residents have reported that their taps are crystal clear.

But in Orange County, the water is actually as clean as it looks.

It wasn't always that way. In his new book, "Troubled Water," the activist Seth Siegel explains how Orange County's taps went from having too much saltwater to spouting the purest drinking water in the US.

Saltwater was seeping into Orange County's freshwater supply

Orange County is just 35 miles from Los Angeles, but it relies on a different water system to serve its nearly 3.2 million residents. About a decade ago, that system began churning out the most pristine water the country had ever seen.

From about the 1930s to the 1970s, farmers overpumped water through Orange County's underground aquifers, the bodies of porous rock that act as a natural filtration system. The process allowed seawater to seep into the county's freshwater supply — something known as saltwater intrusion — and threatened to expose residents to excess sodium in their taps.

Though scientists are still studying the health effects of too much sodium in drinking water, early research suggests it could lead to hypertension and chronic kidney disease.

Orange County prevented this scenario by getting people to drink recycled water instead.

Now, Orange County tap water starts out as sewage



The Groundwater Replenishment System in Fountain Valley, California, converts Orange County's sewage water into drinking water.
Mary Knox Merrill/The Christian Science Monitor/Getty Images

In 2008 the county unveiled a [Groundwater Replenishment System](#), which purifies wastewater from the local sewage system and turns it into clean drinking water.

Many cities have [struggled to implement such a system](#) because of pushback from local residents who aren't keen on drinking water that originated in their toilets. But more than 4 million Americans — including residents of Dallas, Phoenix, and Atlanta — now get at least some of their drinking water from treated sewage.

Read more: [11 cities with the worst tap water in the US](#)

But Orange County's process is unique because it filters for inorganic contaminants — things like pesticides and industrial chemicals that are hard to detect in water and may still be allowed under federal law.

The US Environmental Protection Agency has [drinking-water regulations](#) for more than 90 contaminants, but Siegel said more than 100,000 chemicals and pharmaceutical compounds escaped regulation.

"What makes Orange County so special is they say: 'OK, fine, the federal rules are X. We don't really care. We're going to go so far beyond those rules that we're going to make the purest water flow we can possibly have,'" he told Business Insider.

Water gets filtered through invisible holes and zapped with UV light

Orange County's filtration process begins like most "toilet to tap" systems in the US. Household sewage arrives at local wastewater treatment facilities, where it's filtered by screens. Then friendly bacteria are added to get rid of lingering organic material (i.e., human waste).

Most communities allow this treated water to be discharged into public waterways, but Orange County's process doesn't stop there.

Next, the water heads to the Groundwater Replenishment System, where it passes through another set of filters with holes so tiny that they're invisible to the human eye. Mike Wehner, the assistant general manager at the Orange County Water District, told Siegel the holes were one one-hundred fiftieth the width of a human hair.

From there, the water goes through reverse osmosis, a process that extracts salt, minerals, chemicals, and pharmaceutical compounds.

The water that emerges is free of minerals, so it's slightly acidic, which means it can corrode local pipes. So the county adds crushed limestone back into the water supply to neutralize the pH. From there, it disinfects the water by zapping it with ultraviolet light. This is meant to ensure that not a single molecule of waste can survive.

"It's not fair to say that a contaminant could never possibly be in Orange County's water," Siegel said. But the community's taps, he added, are "as pure as pure can be."

The process could be replicated all over the country

Orange County's "toilet to tap" system was expensive — about \$480 million to get off the ground. But Siegel argues in his book that almost any city can replicate the process for less.

In many poor communities, he said, water fees aren't actually used to improve the local water system by investing in water infrastructure and technology. Most of these fees, he said, go toward the municipal budget.

"Flint actually had the highest water fees in the United States when the crisis broke," Siegel said. "What they did wrong was they diverted money from water fees to the general budget."

Based on his conversation with Wehner, Siegel estimates that having water as pure as Orange County's would cost communities an extra \$33 a person a year. (That's after repaying any loans used to build the system and not including state and federal subsidies.)

As filtration technologies become more advanced, he said, that cost could drop lower.

"Now that Orange County has led the way and spent fortunes of money to figure it out, everybody can adopt more or less the Orange County system at not a phenomenal expense," Siegel said. "Why isn't everyone doing it? The answer is: because nobody's pushing them to."

- **Orange County tap water is "as clean as water can be," the activist Seth Siegel writes in his new book, "Troubled Water."**
- Things weren't always that way: For decades, seawater was seeping into the community's freshwater supply, threatening to expose residents to excess sodium in their taps.
- But in 2008, the county revealed a new system that filtered sewage water through microscopic holes and disinfects it with ultraviolet light to zap contaminants.
- Siegel said the system could be replicated all across the US, even in low-income communities.
- Visit Businessinsider.com for more stories.

News Update



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