#### **INVERNESS PUBLIC UTILITY DISTRICT**

Board of Directors AGENDA Regular Meeting

Wednesday, October 28, 2020

9:00 a.m.

**Teleconference** 

#### **Coronavirus (COVID-19) Advisory Notice**

Video and Teleconference Meetings During COVID-19 Emergency: The health and safety of community members, public officials, and employees is a top priority for the IPUD. In compliance with local and state shelter-in-place orders, and as allowed by the Brown Act as currently in effect under the State Emergency Services Act, the Governor's Emergency Declaration related to COVID-19, and the Governor's Executive Order N-29-20 (March 17, 2020), the IPUD will not offer an in-person meeting location for the public to attend this meeting. The meeting is limited to essential district business items and will be conducted by the IPUD Board and staff via teleconference (see below). Members of the public are encouraged to participate remotely from a safe location as described below.

#### To participate by phone:

o Dial: 669 900 9128

Meeting ID: 927 2390 7614

o *Passcode: 364812* 

Keep your phone on "mute" except when you have been recognized as a speaker

To participate by video: https://zoom.us/j/92723907614?pwd=dk5hRTRIT2xZTFFRbEI0bUVZR01IUT09

#### Opening 9:00 a.m.

- 1. Call to Order; Attendance Report
- 2. **Public Expression:** Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda. Directors or staff "may briefly respond to statements made or questions posed" during Public Expression, but "no action or discussion shall be undertaken on any item not appearing on the posted agenda" (Gov. Code §54954.2(a)(3)). Members of the public may comment on any item listed on the posted agenda at the time the item is considered by the Board.
- 3. Mark Brown, Executive Officer, Marin Wildfire Prevention Authority (MWPA): Introduction by Director Kathryn Donohue.
- 4. Approval of Minutes: Regular meeting of September 23, 2020

#### The State of the District

- 5. Management Report: Shelley Redding, Jim Fox
  - FY2021 Financials
    - o 1st Otr 2020/21 Financial Reports
    - 5-Year Capital Projects Plan Update revised
    - o 2019/20 Audit Update
  - Tenney Tanks Replacement Project Update
  - Water Shortage Emergency and Conservation
  - Water System Leak Detection
  - Wildfire Preparedness
  - MERA Update
  - MWPA Update

Material provided in the meeting packet is available on the District's website, www.invernesspud.org, or by contacting the District office.

Items may not be taken up in the order shown on this Agenda.

For assistance in participating in this event due to a disability as defined under the ADA, please call in advance to (415) 669-1414.

#### THE PUBLIC IS CORDIALLY INVITED TO PARTICIPATE IN THIS MEETING

BOARD OF DIRECTORS: KENNETH J. EMANUELS, PRESIDENT • DAKOTA WHITNEY, VICE PRESIDENT KATHRYN DONOHUE, TREASURER • BRENT JOHNSON • DAVID PRESS

- 6. Water System Report, September 2020: Superintendent Fox
- 7. Fire Department Report, September 2020: Chief J. Fox

#### The Business of the District

- 8. Approve Expenditures and Credit Card Charges: September 2020
- 9. Ordinance 96-2020: Providing for the Compensation of the Administrator of the Inverness Public Utility District
- 10. Approve Changes to Staff Pay Rates to Include COLA Adjustments
- 11. Acceptance of Amendment to Streamline Website Agreement to Include "Engage" Component for Email Outreach
- 12. Acceptance of Proposed Replacement of Firehouse Heating System
- 13. Committee Meetings/Reports

Closing

14. Announcements, Next Meeting, Adjournment

Posted: October 23, 2020



# Agenda Item No. 1

# Call to Order; Attendance Report



# Agenda Item No. 2

# **Public Expression**

Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda.

Directors or staff "may briefly respond to statements made or questions posed" during Public Expression, but "no action or discussion shall be undertaken on any item not appearing on the posted agenda" (Gov. Code §54954.2(a)(3)).

Members of the public may comment on any item listed on the posted agenda at the time the item is considered by the Board.



# Agenda Item No. 3 Marin Wildfire Prevention Authority Executive Officer Mark Brown



# Agenda Item No. 4 Regular Meeting September 23, 2020 Minutes Approval



Fire Department & Water System
50 Inverness Way No., P.O. Box 469, Inverness CA 94937 & (415) 669-1414

Board of Directors Minutes, Regular Meeting Wednesday, September 23, 2020, 9:00 a.m. Teleconference

#### 1. Call to Order

President Emanuels called the meeting to order on Teleconference at 9:05 a.m. President Emanuels announced that Director Press would be joining the meeting at 10:00 am to report on the Personnel Committee item #14, and then will have to leave after that for another meeting he is scheduled to attend. Administrator Redding requested that item #7 be moved ahead of item #3 to accommodate the public interest item.

#### **Attendance Report**

Directors Present: Kenneth J. Emanuels, Kathryn Donohue, Brent Johnson, David Press

(attended at 10:15, departed at 10:34), Dakota Whitney

Directors Absent: None

Staff Present: Shelley Redding, Clerk and Administrator; Jim Fox, Chief of

Operations; Wade Holland, Customer Services Manager

Public Present: Woody Elliott, Ann Elliott, Julianne Havel

#### 2. Public Expression

Woody Elliott reported on efforts among Seahaven residents to address the "daylighting" issues of Marin Wildfire Prevention Authority projects. He reported that there will be an online meeting on October 9 at 7 p.m. on the topic of mitigating the wildland fire threat in Seahaven. Mr. Elliott also reported on communications with Christie Neill, Marin County Fire Department Battalion Chief, about the shaded fuel break project in Seahaven. He also asked about the funds allocated for work on evacuation routes. Chief Fox responded that he would report on the item during the Management Report.

#### 7. Customer Request for Adjustment of Usage Charge (Havel 732-000-11)

President Emanuels introduced the item and asked for input or questions from the rest of the Board. Director Donohue asked if granting a request for an adjustment of the usage charge for a leak occurring on the customer side of the water meter is normal practice. Customer Services Manager Holland provided a historical perspective on the District's policy, noting that such adjustments are typically granted in accordance with a formula included in Water System Regulation 115.

M/S Donohue/Whitney to approve the request for a reduction of \$1,742.00 on the August

#### 26 bill for Chris and Julianne Havel. Roll Call Taken AYES 4 NOES 0

#### 3. Approval of Minutes: Regular Meeting of August 26, 2020

M/S Donohue/Whitney to approve the minutes of the Regular Meeting of August 26, 2020, as submitted. Roll Call Taken AYES 4 NOES 0

#### 4. Management Report

**August 2020 Financial Reports:** Administrator Redding reported that due to issues with the QuickBooks Software and report printing, she is able to produce only the August Profit & Loss statement. She said she should be able to produce complete reports for the first quarter of the fiscal year in time for the October Board meeting. President Emanuels asked about the gap between chipper day expenses and income. Redding reported that the majority of the chipper day customer payments were not deposited until September.

5-year Capital Projects Plan: Administrator Redding presented a summary of capital projects for the next five years. Director Donohue asked how the listed projects were reflected on the capital projects budget. Redding said that this is a "wish list," not a budget document. Chief Fox noted that the Seahaven and Colby amounts were switched on the report. Director Donahue asked about the PPE item. Chief Fox said that there are six new volunteers and the cost of each full set of turnout gear is approximately \$2,500.00. Director Donohue questioned the estimated cost for reroofing the firehouse. Director Johnson requested that fire resiliency be considered when replacing the firehouse roof. Director Donohue asked about the fuel type for the generator for F3; Chief Fox noted that this will be a trailer-mounted generator that can be moved to other sites if necessary (especially during an emergency), so it has to be diesel-powered. Director Johnson suggested moving the Colby Wood Tank Replacement project to within 3 years and suggested that the priorities be assigned based on operational need, not on fiscal impact.

**2019/2020 Audit Update:** Administrator Redding reported that the final batch of material required for the 2019/20 audit is scheduled to be submitted to the auditor next week. Staff member Holland noted that this indicates that this year's audit is well on track for timely completion and that Administrator Redding is doing a good job preparing for the audit.

**Tenney Tanks Replacement Project Update:** Administrator Redding reported that Brelje & Race Engineers has been requested to initiate the bid process. It was also reported that we are coordinating with the SWRCB project manager and our engineering firm regarding reporting requirements; the first progress report is due by October 1. Superintendent Fox reported on discussions with our engineers and said that he has forwarded additional information they need to ensure the drawings are up to date and appropriate for the bid process.

**MWPA Update:** Chief Fox reported that he has an Operations Committee meeting this Thursday to discuss the status of "shovel ready" projects and the plans for those projects. Director Donohue, who serves on the MWPA Board of Directors, reported that the MWPA Board has hired Mark Brown to be the MWPA Executive Director. She noted that he served previously as the Deputy Chief of the Marin County Fire and the Ross Valley Fire Departments. He has served in incident management roles for both CalFIRE and Federal incidents. He has expressed interest in meeting with all agencies and will be invited to attend a future IPUD Board meeting to introduce himself.

Chief Fox also reported on the residential fire safety inspections conducted in Inverness over the past few weeks. Overall feedback has been positive, and the inspections provided the Woodward Fire incident management team with useful information for planning contingency scenarios for the communities bordering the active fire. Woody Elliott invited Chief Fox to attend the Inverness Association video meeting scheduled for Wednesday evening; Chief Fox said he would be happy to attend.

**ERAF Funding Update:** Administrator Redding reported that the calculation for ERAF revenue used in the approved budget was based on information provided by the Marin County Finance Department, which is anticipating a \$6 million reduction in ERAF allocations this year. By reducing the County's total FY 1920/21 amount by \$6 million, and then calculating the percentage allocated to special districts and within that figure the percentage allocated to IPUD, the result is that the District is expected to receive approximately \$10,000 less this year than it did last year, which means our total ERAF revenue for the year is estimated at \$100,000.

#### 5. Water System Report

Superintendent Fox provided the water system report for August. He noted that the report now provides information on distribution by zone (tank site). Superintendent Fox reports that signage is being posted emphasizing the importance of maintain conservation efforts and asking customer to cut back on landscape watering. President Emanuels asked about the problems with the PLC system that are noted on the report and asked if the system is worthwhile. Superintendent Fox said that it is, and he noted that reporting requirements are becoming increasingly complex and require the types of measurements and data that the system provides.

#### 6. Report on Restrictions on Purchase of Water from North Marin Water District

Staff member Holland submitted a report and background information on the history of the initiative ordinance that established the District's policy of self-sufficiency, which requires that any agreement to purchase water from outside the District requires approval by the voters. The intertie with NMWD was originally installed after the catastrophic flooding event of January 1982. Use of the intertie is restricted to natural and man-made disasters, and its use for drought relief is excluded. Superintendent Fox noted the current issue of high salinity levels in North Marin's water. President Emanuels expressed interest in revisiting this issue in the future and Director Johnson agreed. The availability of Well 5 in Third Valley as an additional source of water was discussed. Superintendent Fox reported that the bureaucratic process of getting the well permitted would take so long that use of this very small amount of water was no longer being considered.

#### 8. Fire Department Reports: August 2020

Chief Fox reported on the Fire Department's participation in the Woodward fire incident. Chief Jason Weber of Marin County Fire requested that an engine be made available on two separate days for contingency standby purposes. Administrator Redding reported that the expenses related to the deployment have been submitted for reimbursement.

Chief Fox reported that six new members have joined the department and are now beginning their training; one is an EMT and two are currently taking EMT classes.

Chief Fox addressed the issue of maintaining non-county-maintained roads for evacuation purposes. He acknowledged that with MWPA funds, the routes could be maintained on a more consistent basis using contractors. Woody Elliott asked if there was an analysis of the cost per 100 feet. Chief Fox said that he is not aware of that at this time, but he did note that the last time a contractor worked on Via de la Vista, the cost was \$15,000. Chief Fox also noted that he has worked with Marin County Fire Department personnel to assess accessibility on non-county-maintained roads. Mr. Elliott asked if there are maps and lists that show all projects identified. President Emanuels expressed his awareness of community concerns related to fire hazards. Director Donohue asked if the District could get a comprehensive report from the inspections for review. Chief Fox noted that he had received as a result of the inspections some 4 or 5 referrals for follow-up for especially dangerous property conditions.

#### 14. Personnel Committee

Director Press joined the meeting at 10:15 and presented the staff report prepared by Administrator Redding at the request of the Personnel Committee. Director Press reported that the two areas of note related to the recommendations presented, Option A and Option B, and the impact they would have on personnel costs. Option A describes the current benefits and the current staffing. Option B assumes that employees pay a portion of their retirement contributions and their dependent health benefits. Option B also includes optional dental and vision benefits for employees. Both scenarios also propose the addition of an administrative clerical position and anticipate the fire chief's retirement. The Directors discussed especially the benefits to the District versus the benefits to the employees. Director Donohue stated that she was not in favor of changing employee benefits. Director Whitney expressed concerns about the effects on employee net takehome pay and the impacts on cost of living in West Marin. Director Whitney also asked about revisiting the issues of OPEB and of using funds set aside for OPEB to pay current annuitant healthcare premiums. Administrator Redding was asked to prepare additional items for Board consideration at the next Board meeting.

Director Press signed out from the meeting at 10:34 a.m.

#### 9. Approval of Expenditures and Credit Card Charges

Administrator Redding presented the August 2020 expenditures list and the August 2020 Cal Card statements for S. Redding and J. Fox.

M/S Donohue/Whitney to approve the listed expenditures for August 2020 and credit card charges invoiced in August 2020. Roll Call Taken AYES 4, NOES 0

#### 10. District Policy Updates and Additions

Administrator Redding presented for approval three policies to replace the current policy titled "District Management and Communications Policy."

- a. Management Communications Policy
- b. Social Media Policy
- c. Purchasing Policy

M/S Donohue/Whitney to approve the three policies as drafted. Roll Call Taken AYES

#### 4, NOES 0

#### 11. Annual Review of Investments Policy

M/S Whitney/Donohue to approve the Investments Policy as currently written. Roll Call Taken AYES 4, NOES 0

# 12. Meeting of the Committee of the Whole to Review Investment Options (Nuclear Free Zone Ordinance)

Administrator Redding reported that staff has consulted the Marin County Nuclear Weapons Contractors List and has researched options for investment of District funds at a financial institution that makes no investments in Nuclear Weapons Makers. Staff recommends that no changes be made to the financial institutions used for deposit of District funds in order to maintain consistency with state law and prudent management.

M/S Johnson/Donohue to make no changes in the financial institutions used for deposit of District funds. Roll Call Taken AYES 4, NOES 0

# 13. Cast District's Ballot on Proposed Changes to Election Rules for Representation of Independent Special Districts on Marin County Local Agency Formation Commission (LAFCo):

Administrator Redding described the change to the election procedure for representation of special districts on LAFCo as proposed by the Marin County Special District Association (MCSDA).

M/S Whitney/Donohue to vote YES on changing the rules for the Marin County Independent Special District Selection Committee. Roll Call Taken AYES 4, NOES 0

# 15. Closed Session: Public Employee Performance Review (Title: Administrator), pursuant to Gov. Code §54957(b)(1)

The Board went into closed session at 11:03 a.m.

#### 16. Reconvene in open session.

The Board reconvened in open session at 11:15 a.m. President Emanuels reported that no actions were taken in the closed session.

**17. Announcements**, **Next Meeting**, **Adjournment**: The next regular meeting is scheduled for October 28, 2020, at 9 a.m. via Teleconference/Video.

President Emanuels adjourned the meeting at 11:16 a.m.

These minutes were approved by the Board of Directors at the regular meeting on October 28, 2020.

Attest: Date: 10/28/2020

Shelley Redding, Clerk of the Board



# Agenda Item No. 5

# **Management Report**

#### Clerk S. Redding and J. Fox

- FY 2021 Financials
  - 1st Qtr 2020 Financial Reports
  - 5- year Capital Projects Plan-Revised
  - 2019/20 Audit Update
- Tenney Tanks Replacement Project
- Water Shortage Emergency and Conservation
- Water System Leak Detection
- Wildfire Prevention
- MERA Update
- MWPA update

### **Inverness PUD** Summary Balance Sheet As of September 30, 2020

	Sep 30, 20
ASSETS	
Current Assets	
Checking/Savings	266,841.43
Accounts Receivable	-33,888.00
Other Current Assets	1,138,641.94
Total Current Assets	1,371,595.37
Fixed Assets	1,547,338.72
Other Assets	609,668.68
TOTAL ASSETS	3,528,602.77
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	13,720.40
Credit Cards	-2,817.75
Other Current Liabilities	947,870.57
Total Current Liabilities	958,773.22
Long Term Liabilities	116,081.00
Total Liabilities	1,074,854.22
Equity	2,453,748.55
TOTAL LIABILITIES & EQUITY	3,528,602.77

# **Inverness PUD** Profit & Loss by Fund July through September 2020

	DISTRICT	FIRE	WATER	TOTAL
Ordinary Income/Expense				
Income				
N 700 · Water Charges				
700-01 · Basic Charges	0	0	75,081	75,081
700-02 · Usage Charges	0	0	26,159	26,159
700-03 · Cross Connection Fees			216	216
Total N 700 · Water Charges	0	0	101,456	101,456
N 710 · Misc. Income				
710-02 · Other Income	236	0	400	636
710-05 · Chipper Day Income	0	3,360	0	3,360
710-06 · New Service Connection Fee	0	0	7,700	7,700
Total N 710 · Misc. Income	236	3,360	8,100	11,696
Total Income	236	3,360	109,556	113,152
Gross Profit	236	3,360	109,556	113,152
Expense				
66900 · Reconciliation Discrepancies	1	0	0	1
N 810 · Personnel Expenses				
810-01 Management	20,363	11,359	11,359	43,080
810-02 · Operations Personnel	0	11,869	51,769	63,638
810-03 · Administrative Personnel	2,970	0	6,874	9,844
810-04 · Employer Payroll Taxes	1,942	2,008	5,524	9,474
810-06 · Duty Officer	0	850	0	850
810-07 · Health Insurance Premiums	12,921	12,117	18,869	43,907
810-08 · Retirement Premiums	1,816	3,644	5,451	10,911
810-09 · Unfunded Accrued Liability	26,612	0	0	26,612
810-10 · Accrued Vacation	0	1,500	1,500	3,000
Total N 810 · Personnel Expenses	66,623	43,346	101,346	211,315
N 830 · Dispatch & Communications				
830-01 · Radio/Pager Repair	0	101	0	101
830-02 · Commo Supplies	0	1,256	0	1,256
830-05 · MERA New Financing	0	11,978	0	11,978
Total N 830 · Dispatch & Communications	0	13,335	0	13,335
N 833 · Collection & Treatment				
833-01 · Chemicals			1,275	1,275
Total N 833 · Collection & Treatment	0	0	1,275	1,275

# **Inverness PUD** Profit & Loss by Fund July through September 2020

	DISTRICT		FIRE	WATER	TOTAL
N 835 · Lab & Monitoring	0		0	4.040	4.040
835-01 · BacT & Raw Samples 835-02 · Periodic Samples	0		0 0	1,018 498	1,018 498
Total N 835 · Lab & Monitoring		0		1,516	1,516
•			_	1,010	.,
N 840 · Maintenance & Utilities 840-01 · Equipment Maintenance	0		365	379	744
840-02 · Building Maintenance	0		539	0	539
840-03 · Grounds Maintenance	0		213	0	213
840-05 · Collection & Treatment Maint.	0		0	3,958	3,958
840-06 · Distribution System Maintenance	0		0	967	967
840-07 · Collection-Treatment Utilities	0		0	12,874	12,874
840-08 · Distribution System Utilities	0		0	191	191
840-09 · Firehouse Utilities	0		970	0	970
840-10 · SCADA Maintenance	0		0	1,644	1,644
Total N 840 · Maintenance & Utilities		0	2,087	20,013	22,099
N 843 · Fire Prevention					
843-02 · Chipper Day Expenses	0	_	6,583	0	6,583
Total N 843 · Fire Prevention		0	6,583	0	6,583
N 844 · Storage & Distribution 844-01 · Telemetry	0		0	374	374
Total N 844 · Storage & Distribution		0			374
		U	O	374	374
N 845 · Supplies & Inventory			500	4.055	4 755
845-01 · Supplies and Inventory	0		500	1,255	1,755
845-02 · Personal Protective Equipment	0	-	3,539	60	3,599
Total N 845 · Supplies & Inventory		0	4,039	1,314	5,354
N 850 · Training					
850-01 · Volunteer Training	0		1,323	0	1,323
850-02 · Certification & Courses	0		0	60	60
850-04 · Volunteer Stipends	0	_	1,650	0	1,650
Total N 850 · Training		0	2,973	60	3,033
N 860 · Vehicle Operations					
860-01 · Gas & Oil	0		199	294	493
860-02 · Repairs & Service	0		271	734	1,006
Total N 860 · Vehicle Operations		0	471	1,028	1,499

# **Inverness PUD** Profit & Loss by Fund July through September 2020

	DISTRICT	FIRE	WATER	TOTAL
N 870 · Administration				
870-01 · Telephone, Internet, Cable	582	364	0	946
870-02 Dues & Publications	0	836	780	1,616
870-04 · Financial Reporting/Audit	2,450	0	0	2,450
870-05 · Office Supplies, Postage, Fees	1,888	6	132	2,026
870-06 · Bank & Payroll Charges	2,146	0	0	2,146
870-09 · Travel & Meetings	425	0	0	425
870-10 · Public Relations & Outreach	650	0	1,644	2,294
870-11 · Office IT Support	150	0	0	150
870-12 · Billing & Collections	1	0	2,009	2,010
870-13 · Disaster Council	0	400	0	400
870-14 · Miscellaneous	-0	0	0	-0
870-15 · Other Agency Assessments	608	0	0	608
Total N 870 · Administration	8,899	1,606	4,565	15,070
Total Expense	75,523	74,440	131,491	281,453
Net Ordinary Income	-75,287	-71,080	-21,935	-168,301
Net Income	<u>-75,287</u>	-71,080	-21,935	-168,301

# **Inverness PUD** Profit & Loss Budget vs. Actual July through September 2020

	Jul - Sep 20	Budget	\$ Over Budget
Ordinary Income/Expense			
Income N 600 · Property Tax Income	0.00	0.00	0.00
N 700 · Water Charges	101,455.60	96,802.00	4,653.60
N 710 · Misc. Income	11,695.98	16,850.00	-5,154.02
Total Income	113,151.58	113,652.00	-500.42
Gross Profit	113,151.58	113,652.00	-500.42
Expense N 810 · Personnel Expenses	211,315.46	226,820.73	-15,505.27
N 830 · Dispatch & Communications	13,335.12	24,262.00	-10,926.88
N 833 · Collection & Treatment	1,274.57	1,500.00	-225.43
N 835 · Lab & Monitoring	1,516.20	1,125.00	391.20
N 840 · Maintenance & Utilities	22,099.30	20,989.00	1,110.30
N 843 · Fire Prevention	6,582.50	4,126.00	2,456.50
N 844 · Storage & Distribution	373.82	927.00	-553.18
N 845 · Supplies & Inventory	5,353.67	6,751.00	-1,397.33
N 850 · Training	3,032.55	6,244.00	-3,211.45
N 860 · Vehicle Operations	1,498.96	4,502.00	-3,003.04
N 870 · Administration	15,070.08	52,065.45	-36,995.37
Total Expense	281,452.23	349,312.18	-67,859.95
Net Ordinary Income	-168,300.65	-235,660.18	67,359.53
Net Income	-168,300.65	-235,660.18	67,359.53

# IPUD Capital Projects FY 2020-2021

#### **Capital Projects -Active and Proposed**

#### **Water System**

Project	Priority	2020 Cost	\$ 1 year	\$ 3 Year	\$ 5 Year	Notes
Tenney Tank Replacement	Α	800,000	800,000			371-28
tool replacement with chest for F1	Α	3,000	3,000			
Seahaven Tank Cathodic Protection (15 kgal)	Α	5,000	5,000			
Colby Steel Tank Roof Replacement	Α	50,000	50,000			
Generator 10kw - F3 Backup	Α	25,000	25,000			
Equipment Sheds	В	5,000		5,500		
Via De la Vista Main Replacement	В	175,000		190,000		Est.
V-3 Gathering Line - 500' 2" PVC	С	50,000			58,000	
Utility Vehicle Replacement	С	50,000			58,000	
Dundee from Cameron - 200' 1" PVC	С	20,000			22,000	
SFD Blvd to MC Corp. Yard - 800' 1" PVC	С	80,000			92,750	Est.
Colby Wood Tank Replacement	С	300,000			354,000	Est.
Total Costs		1,563,000	883,000	195,500	584,750	

#### **Capital Projects -Active and Proposed**

#### **Fire Department**

Project	Priority	2020 Cost (\$)	\$ 1 year	\$ 3 years	\$ 5 years	Notes
SCBA Bottle Replacement	Α	7,000	7,000			
Personal Protective Gear Replacement	Α	25,000	25,000			
Fire Equipment (Pagers)	Α	4,000	4,000			
Electronic Sign System	Α	10,000	10,000			
Defibrillator Units	Α	3,000	3,000			
Firehouse Roof Replacement	Α	25,000	25,000			
Firehouse Office/Meeting Heating Replacement	Α	10,000	10,000			
Type V or VI Wildland (replace Engine 381)	В	150,000		160,000		Est.
Firehouse Entrance Doors Replacement	С	15,000			17,250	
Totals		249,000	84,000	160,000	17,250	

Priority: A = within 1 year, B = within 3 years, C = within 5 years, D = within 10 years

Notes: 1 = currently active CP, # = assigned CP #

Priority B, C, & D Project Costs Adjusted upward at 3% per year

#### IPUD Capital Projects FY 2020-2021

Priority: A = within 1 year, B = within 3 years, C = within 5 years

Notes: 1 = currently active CP, # = assigned CP #

Priority B, C, & D Project Costs Adjusted upward at 3% per year

Inverness Public Utility District P.O. Box 469 50 Inverness Way Inverness, CA 94937 415-669-1414



# TENNEY TANK PROJECT QUARTERLY PROGRESS REPORT

#### **PROJECT SUMMARY**

REPORT DATE	PROJECT NAME	PREPARED BY
9/29/2020	Inverness PUD SWRCB000000000D1902046 / 2110001-001C	Shelley Redding, District Administrator

#### **STATUS SUMMARY**

The Final Financing Agreement was signed August 17, 2020. Upon notification of the execution of the Agreement, staff contacted the project Engineering Firm Brelje & Race Consulting Engineers, to initiate the process of reviewing the requirements in the financing agreement and preparing the documents for the bid process.

Staff Project Manager, Jim Fox, contacted the project Geotechnical Consultant Bauer Associates, Inc., to request a letter update with 2019 CBC criteria along with comments that the March 28, 2017 report remains applicable to the tank configuration.

Project Engineering Firm Brelje and Race Consulting Engineers is working on finishing the updates to the plan; specifically the phasing of the project to keep one tank in service at all times and modifying the specifications for things like Davis Bacon, Disadvantaged Business Enterprises and American Iron and Steel. This is being done in preparation for the project bid process. The plan review is scheduled to be complete by 10/2/2020 and the Spec review is scheduled to be complete by 10/9/2020. The plans will then be forwarded to Bauer Associates for a plan review letter. The bid is expected to be a 30 day process.

Staff has set up a project management Gantt Chart to track progress and manage activities, ordered the required signage with the required language and appropriate Logos to be displayed at the main offices. Below is the proof of the sign ordered according to the requirements in the final FA.



FUNDING FOR THIS TENNEY TANKS REPLACEMENT PROJECT HAS BEEN PROVIDED IN FULL OR IN PART BY THE DRINKING WATER STATE REVOLVING FUND THROUGH AN AGREEMENT WITH THE STATE WATER RESOURCES CONTROL BOARD.

CALIFORNIA'S DRINKING WATER STATE REVOLVING FUND IS CAPITALIZED THROUGH A VARIETY OF FUNDING SOURCES, INCLUDING GRANTS FROM THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND STATE BOND PROCEEDS.







#### **PROJECT OVERVIEW**

TASK	%	DUE DATE	NOTES
Construction Completion	0%	April 30, 2022	Finance Agreement
Bid Process	76%	October 19, 2020	Plans are scheduled for completion by 10/2/2020 and Specs are scheduled for completion 10/9/2020. Once completed the plans will be provided to Bauer Associates to provide a plan review letter.
Final Budget Approval	0%	TBD	FBA will be submitted upon completion of bid process
Contractor Invoiced	0%	N/A	N/A
Schedule Elapsed	0.07%	April 30, 2022	Measured from 8/17/2020

#### **BUDGET OVERVIEW**

CATEGORY	SPENT	% OF TOTAL	EST. BUDGET	NOTES
Construction	0.00	0%	\$610,000	No invoices as of 9/29/2020
Contingency	0.00	0%	\$98,000	
Allowances	0.00	0%	\$92,000	

#### **ENVIRONMENTAL REQUIREMENTS COMPLIANCE**

ENVIRONMENTAL REQUIREMENT	STATUS	DATE(S)
Spotted Owl Breeding Season	Outside of Season	Feb 1 - Aug 31

#### **ENVIRONMENTAL REQUIREMENTS COMPLIANCE DESCRIPTIONS**

The project is currently outside of the Spotted Owl breeding season. There is no change to the special conditions at this time. We have reviewed the measures required to address the special conditions. If possible, construction will be completed outside of the bird breeding season. If construction will occur during the breeding season, we will conduct a pre-construction survey for nesting birds within the project footprint by a qualified biologist no more than one week before ground disturbing activities. Depending on the outcome of the survey, we will implement the appropriate measures as outlined in **Exhibit D – Special Conditions**. Additionally, if there is a discovery of any archeological significance, we will notify the Project Manager at the State Water Board immediately.

#### **CHANGE ORDERS**

DESCRIPTION OF WORK	AMOUNT	CHANGE IN CONTRACT AMOUNT	SCHEDULE	NOTES
None				

#### PROBLEMS/RESOLUTIONS

Problems encountered: N/A

Proposed Resolution: N/A

Schedule for Resolution: N/A

Status of Previous Problem Resolution: N/A



#### Board Agenda Item Staff Report

Subject: Water Shortage Emergency and Conservation Strategies

Meeting Date: October 28, 2020 Date Prepared: October 15 2020

Prepared by: Shelley Redding, Administrator

Attachments: IPUD Regulation 117 (Water Shortage Emergency), Stage 1 Emergency Declaration,

Stage 2 Emergency Declaration

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#### **Recommended Action:** Informational Purposes

The Inverness Water System relies principally on surface water from streamflows within the watershed on the eastern slope of the Inverness Ridge, west of the community of Inverness. A small volume of additional water is provided from several low-yield wells, which are activated during the highest-usage times of the year. The distribution system includes a network of storage tanks that hold a maximum of 440,000 gallons of finished water, which is not enough to constitute long-term storage. The Inverness area recorded only 23.08 inches of rain for the period from July 2019 through June 2020 (less than 6 inches of which fell after January 29, 2020); the 90-year average rainfall for the area is 37.57 inches.

On July 22, 2020, your Board declared a Water Shortage Emergency, at which time the provisions of Water System Regulation 117, "Water Shortage Emergency," became effective. Pursuant to Regulation 117, the System Administrator declared a Stage 1 emergency on July 22 and placed in effect all the usage restrictions provided for under a State 1 declaration. This was done in response to increased usage compared to the same time the previous year, the low rainfall during the preceding year, our awareness of an increase in full-time occupancy of homes that typically are occupied only for weekend and vacation use (probably due to sheltering-in-place because of the Covid-19 pandemic), and perceptible reductions in streamflow volumes. A Stage 2 emergency was declared on September 30, 2020, which established an enforceable every-other-day schedule for outdoor watering.

With each stage of the water shortage emergency, outreach materials have been mailed to customers with specific conservation strategies as outlined in the regulations. Public notices have been posted around the community advising of the water shortage, and notices were printed in the local paper, shared on social media, and posted on the IPUD website. Staff has also been contacting customers with high usage tendencies to instruct them on strategies for more stringent conservation settings for their irrigation systems.

Recently, staff was approached by a Director and asked to explore conservation strategies that are used by North Marin Water District (NMWD). While NMWD serves communities next to Inverness, their service area is larger, and their sources of water come from wells along Papermill Creek. This year, their West Marin system (which serves Point Reyes Station, Olema, Bear Valley, Inverness Park, and Paradise Ranch Estates) is experiencing high levels of very discernible saltwater intrusion, which they attribute to rising sea levels.

NMWD provides for its customers conservation strategies that include rebate programs for some appliances and toilets, free low-flow water fixtures, in-home Water Smart surveys, outdoor custom irrigation plans, recommendations for plants, lawn replacement materials, and limited reimbursement for water saving fixtures for outdoor landscapes. While these types of programs are beneficial, their implementation requires more resources than our District can manage. We can supply more material and references for customers to self-assess their landscaping choices, conduct water use surveys, and suggest in-home technologies that can provide customers with water usage information.

#### NOTICE OF DECLARATION OF STAGE 1 RESTRICTIONS ON WATER USAGE

Notice is hereby given that the undersigned Administrator of the Inverness Public Utility District has declared that Stage 1 restrictions on water usage in the area served by the Inverness Public Utility District Water System are in effect as of 12 noon on Wednesday, July 22, 2020. This action is taken in accordance with the provisions of Water System Regulation 117, which regulation became effective upon the adoption on July 22, 2020, by the Board of Directors of the Inverness Public Utility District of Resolution 255-2020 declaring that a Water Shortage Emergency condition prevails in the area served by the inverness Public Utility District Water System (pursuant to §350 of the Water Code of the State of California).

#### The following are the Stage 1 restrictions that are now legally enforceable:

- a. Any use of water in conjunction with installation of landscaping at any site of new or substantial remodeling construction, except as necessary for erosion control and dust control.
- b. Use of water through any service when the customer or the owner of the premises is aware of, or should have cause to be aware of, any broken or defective plumbing, sprinkler, watering or irrigation system, and the customer or owner has failed to effect necessary repairs within ten (10) days.
- c. Use of water which results in flooding or runoff into a gutter, street, roadway, or elsewhere of similar nature.
- d. Use of water through a hose not equipped with a positive shutoff mechanism for washing cars, busses, boats, trailers, or any other types of vehicles.
- e. Use of water through a hose for washing the exteriors of buildings or structures, or for washing sidewalks, driveways, patios, parking lots, athletic or game courts (such as tennis courts), or other hard-surfaced outdoor areas.
- f. Use of water for filling any new swimming pool or for refilling any existing swimming pool, except for reasonable "topping off" or reasonable backwashing-to-waste of existing swimming pools at intervals of not less than fourteen (14) days.
- g. Use of water to clean, fill, or maintain levels in decorative fountains, pools, or ponds exceeding one hundred (100) gallons capacity, except as minimally necessary to maintain existing piscine life.
- h. Use of water for construction purposes, such as consolidating backfill, unless no other source of water or method is reasonably available to be used, and a permit for said use has been issued by the General Manager of the Inverness Public Utility District.
- i. Service of water to a customer by any restaurant or food-service establishment except when requested by the customer.
- j. Use of water without a permit issued by the General Manager to fill any privately-owned water storage tank exceeding one hundred (100) gallons capacity unless said tank is directly online in and an integral part of the customer's water service connection.

A violation of a restriction may constitute a misdemeanor punishable by up to 30 days in the county jail and/or a fine of up to \$1,000. A violator may be held civilly liable, for up to \$10,000 plus \$500 for each additional day the violation continues. (§377-377.5 of the Water Code of the State of California)

Signed:

Shelley Redding

Administrator

Date: July 22, 2020

#### NOTICE OF DECLARATION OF STAGE 2 WATER SHORTAGE EMERGENCY RESTRICTIONS

Notice is hereby given that the undersigned Administrator of the Inverness Public Utility District has declared that Stage 2 restrictions on water usage in the area served by the Inverness Public Utility District Water System are in effect as of 12 noon on Wednesday, September 30, 2020. This action is taken in accordance with the provisions of Water System Regulation 117, which regulation became effective upon adoption on July 22, 2020, by the Board of Directors of the Inverness Public Utility District of Resolution 255-2020 declaring that a Water Shortage Emergency condition prevails in the area served by the Inverness Public Utility District Water System (pursuant to §350 of the Water Code of the State of California).

In addition to the Stage 1 restrictions already in effect, the following Stage 2 restriction is now in effect and legally enforceable:

Outdoor watering is permitted only on specified days based on whether a property has an evennumbered or an odd-numbered street address:

- For **odd-numbered addresses**: Outdoor watering is permitted only on **Mondays, Wednesdays,** and **Saturdays**.
- For **even-numbered addresses**: Outdoor watering is permitted only on **Sundays, Tuesdays, and Thursdays**.
- Outdoor watering is not permitted by any customers on Fridays.

#### The following are the Stage 1 restrictions that are also legally enforceable:

- a. Any use of water in conjunction with installation of landscaping at any site of new or substantial remodeling construction, except as necessary for erosion control and dust control.
- b. Use of water through any service when the customer or the owner of the premises is aware of, or should have cause to be aware of, any broken or defective plumbing, sprinkler, watering or irrigation system, and the customer or owner has failed to effect necessary repairs within ten (10) days.
- c. Use of water which results in flooding or runoff into a gutter, street, roadway, or elsewhere of similar nature.
- d. Use of water through a hose not equipped with a positive shutoff mechanism for washing cars, busses, boats, trailers, or any other types of vehicles.
- e. Use of water through a hose for washing the exteriors of buildings or structures, or for washing sidewalks, driveways, patios, parking lots, athletic or game courts (such as tennis courts), or other hard-surfaced outdoor areas.
- f. Use of water for filling any new swimming pool or for refilling any existing swimming pool, except for reasonable "topping off" or reasonable backwashing-to-waste of existing swimming pools at intervals of not less than fourteen (14) days.
- g. Use of water to clean, fill, or maintain levels in decorative fountains, pools, or ponds exceeding one hundred (100) gallons capacity, except as minimally necessary to maintain existing piscine life.
- h. Use of water for construction purposes, such as consolidating backfill, unless no other source of water or method is reasonably available to be used, and a permit for said use has been issued by the General Manager of the Inverness Public Utility District.
- i. Service of water to a customer by any restaurant or food-service establishment except when requested by the customer.
- j. Use of water without a permit issued by the General Manager to fill any privately-owned water storage tank exceeding one hundred (100) gallons capacity unless said tank is directly online in and an integral part of the customer's water service connection.

A violation of a restriction may constitute a misdemeanor punishable by up to 30 days in the county jail and/or a fine of up to \$1,000. A violator may be held civilly liable, for up to \$10,000 plus \$500 for each additional day the violation continues. (§377-377.5 of the Water Code of the State of California)

Signed: Shelley Redding

Shelley Redding Administrator

Date: September 30, 2020

From: Shelley Redding
To: Shelley Redding

Cc: Jim Fox; Wade Holland; editor@ptreyeslight.com

**Subject:** IPUD Notice of Declaration of Stage 2 Water Shortage Emergency effective 9/30/2020

Date:Friday, October 2, 2020 1:14:48 PMAttachments:Stage 2 Declaration 20200930 signed.pdf

#### Good Afternoon,

I am writing to inform you that I am declaring a Stage 2 Declaration for the Water Shortage Emergency. Attached is the Declaration for your reference.

Today we are submitting an order for a mailer of postcards to all customers announcing the Stage 2 declaration and describing the additional restrictions:

In addition to the Stage 1 restrictions already in effect, the following Stage 2 restriction is now in effect and legally enforceable:

Outdoor watering is permitted only on specified days based on whether a property has an evennumbered or an odd-numbered street address:

- For **odd-numbered addresses**: Outdoor watering is permitted only on **Mondays, Wednesdays, and Saturdays**.
- For **even-numbered addresses**: Outdoor watering is permitted only on **Sundays, Tuesdays, and Thursdays**.
- Outdoor watering is **not permitted** by any customers on **Fridays**.

Staff have been actively contacting high use customers to educate, advise and encourage adjustments to outdoor watering.

Thank you, Shelley

Shelley Redding Administrator Inverness Public Utility District

P.O. Box 469 Inverness, CA 94937 415-669-1414 Shelley.redding@invernesspud.org



P.O. Box 469 Inverness, CA 94937 415-669-1414 www.invernesspud.org

Inverness Public Utility District Water System

#### CRITICAL WATER SHORTAGE ALERT

This is your notification that Stage 2 of the District's Water Shortage Emergency was declared on Sept. 30, 2020. The following new restriction is now in effect.

#### Inverness Public Utility District Water System

#### CRITICAL WATER SHORTAGE ALERT

This is your notification that Stage 2 of the District's Water Shortage Emergency was declared on Sept. 30, 2020. The following new restriction is now in effect:

# ALL OUTDOOR WATERING IS NOW LIMITED TO AN EVERY-OTHER-DAY SCHEDULE, as follows:

#### **Odd-numbered street addresses:**

Outdoor watering is permitted on Monday, Wednesday, Saturday only

#### **Even-numbered street addresses:**

Outdoor watering is permitted on Sunday, Tuesday, Thursday only

#### No outdoor watering is permitted on Fridays!

This applies especially to timer activated irrigation systems. If necessary, you must reprogram your timer(s) IMMEDIATELY. Conserving the water supply will put off the possibility of water rationing for as long as possible. You can help by greatly <u>reducing the frequency and duration</u> of your outdoor watering program.

For details and updates: invernesspud.org

#### Regulation 117

#### WATER SHORTAGE EMERGENCY

#### (a) Declaration of a Water Shortage Emergency

A Water Shortage Emergency may be declared by the Board of Directors under the conditions cited in, and pursuant to the provisions of, Sections 350 through 358 of the Water Code of the State of California.

#### (b) Purpose

The purpose of this Regulation is to provide such regulations and restrictions on the delivery of water and the consumption of water supplied for public use as will, in the sound discretion of the District's Board of Directors, conserve the District's water supply for the greatest public benefit, with particular regard to domestic use, sanitation, and fire protection. This Regulation is intended to be operative pursuant to a declaration by the Board of Directors that a water shortage emergency condition prevails within the area served by the District.

#### (c) Implementation

This Regulation and its provisions shall be in effect and shall be binding on the customers of the District's Water System with the full force of law immediately upon the adoption by the Board of Directors of the Inverness Public Utility District of a Resolution declaring that a water shortage emergency condition prevails within the area served by the District's Water System, unless said Resolution provides otherwise, and shall remain in full force and effect until the Board of Directors of the Inverness Public Utility District declares an end to the water shortage emergency. In its declaration of a water shortage emergency, the Board of Directors may provide for regulations and restrictions on the delivery and consumption of water other than as provided for in this Regulation, or in addition to the regulations and restrictions provided for in this Regulation; it may also exempt enumerated provisions of this Regulation from being placed in effect during a declared water shortage emergency.

#### (d) Limited Effectiveness

The provisions of this Regulation shall be not be effective or applicable when no duly declared water shortage emergency in is effect in the District.

#### (e) New Service Connections

At any time a water shortage emergency is in effect, the Water System may continue to receive, accept, and process applications for New Service Connections. However, the Water System shall not provide the physical connection to a system main nor install the meter for a New Service Connection the application for which was received while a declared water shortage emergency was in effect. Such connection and meter installation shall be provided only after the water shortage emergency has been duly declared ended.

#### (f) Four-Stage Program

The District's program to conserve the public water supply during a water shortage emergency shall consist of the four stages detailed in subparagraphs (1), (2), (3), and (4) below. These stages shall be implemented as provided for in paragraph (g) below.

#### (1) Stage 1: General Conservation and Prohibition of Nonessential Uses of Water

When Stage 1 is in effect, the Water System shall implement a program of encouraging customers to conserve water and informing them of the need to reduce water usage. In addition, the following non-essential uses of water shall be prohibited during Stage 1:

a. Any use of water in conjunction with installation of landscaping at any site of new or substantial remodeling construction, except as necessary for erosion control and dust control.

- b. Use of water through any service when the customer or the owner of the premises is aware of, or should have cause to be aware of, any broken or defective plumbing, sprinkler, watering or irrigation system, and the customer or owner has failed to effect necessary repairs within ten (10) days.
- c. Use of water which results in flooding or runoff into a gutter, street, roadway, or elsewhere of similar nature.
- d. Use of water through a hose not equipped with a positive shutoff mechanism for washing cars, busses, boats, trailers, or any other types of vehicles.
- e. Use of water through a hose for washing the exteriors of buildings or structures, or for washing sidewalks, driveways, patios, parking lots, athletic or game courts (such as tennis courts), or other hard-surfaced outdoor areas.
- f. Use of water for filling any new swimming pool or for refilling any existing swimming pool, except for reasonable "topping off" or reasonable backwashing-to-waste of existing swimming pools at intervals of not less than fourteen (14) days.
- g. Use of water to clean, fill, or maintain levels in decorative fountains, pools, or ponds exceeding one hundred (100) gallons capacity, except as minimally necessary to maintain existing piscine life.
- h. Use of water for construction purposes, such as consolidating backfill, unless no other source of water or method is reasonably available to be used, and a permit for said use has been issued by the General Manager of the Inverness Public Utility District.
- i. Service of water to a customer by any restaurant or food-service establishment except when requested by the customer.
- j. Use of water without a permit issued by the General Manager to fill any privately-owned water storage tank exceeding one hundred (100) gallons capacity unless said tank is directly online in and an integral part of the customer's water service connection.

## (2) Stage 2: Prohibitions on Outdoor Uses of Water and/or Restrictions on When Outdoor Watering Is Permitted

In addition to the provisions of Stage 1, which shall remain in effect during Stage 2, Stage 2 shall consist of such restrictions on outdoor uses of water as in the judgment of the General Manager are necessary to conserve the District's water supply for essential uses. Any or all of the following restrictions on water usage may be placed in effect in any order or in any combination by the General Manager during Stage 2:

- a. Prohibition of use of water for washing vehicles (cars, busses, trailers, boats, etc.).
- b. Prohibition of use at any time of sprinkler devices for outdoor watering.
- c. Prohibition of use at any time of timer-activated automatic outdoor watering or irrigation systems.
- d. Prohibition of use of the public water supply to fill swimming pools, outdoor spas, or ornamental ponds exceeding one hundred (100) gallons capacity.
- e. Prohibition of outdoor watering on specified days of the week or month or during specified times of the day.
- f. Permitting outdoor watering only at specified times or on specified days or on a specified schedule, such as permitting outdoor watering on a schedule based on whether a property has an even-numbered or an odd-numbered address.
- g. Permitting outdoor watering only by handheld hose or by watering can or container not exceeding five (5) gallons capacity.

#### (3) Stage 3: Prohibition of Outdoor Watering at All Times

In addition to the applicable prohibitions of nonessential uses of the public water supply in Stages 1 and 2, which shall remain in effect during Stage 3, all uses of the public water supply for any type of outdoor watering shall be prohibited at all times while Stage 3 is in effect. Under unusual circumstances of unavoidable necessity and for the protection of the general public welfare, the General Manager may grant on a case-by-case basis permits for specified uses of water outdoors while Stage 3 is in effect.

#### (4) Stage 4: Water Rationing

In the event it is necessary to conserve an even greater portion of the public water supply than is achieved by implementation of Stage 3, the Board of Directors may impose mandatory rationing, either as provided for in Inverness Public Utility District Ordinance 82-1 or as provided for by other legal means.

#### (g) Authorization to Implement Stages

- (1) The General Manager shall have full authority to place Stage 1 in effect.
- (2) The General Manager shall have authority to place Stage 2 and Stage 3 in effect, provided that within five (5) days of placing Stage 2 or Stage 3 in effect the General Manager shall notify in writing each of the Directors of the circumstances which, in the General Manager's opinion, made it advisable to place the stage in effect, which notification to the Directors shall also be made available to the public; however, this requirement shall not apply when the stage placed in effect is lower than the stage it replaces. The Directors may, at a subsequent regular meeting or a duly called special meeting, rescind the General Manager's action in placing the stage in effect and may direct that a lower stage be placed in effect.
- (3) Upon adoption by the Board of Directors of a water shortage emergency declaration, the General Manager shall devise and implement a program to inform the public of the applicable provisions of this Regulation.
- (4) The General Manager shall devise and implement means of informing the public whenever a stage is placed in effect or a declared water shortage emergency is ended.

#### (h) **Enforcement**

- (1) The following penalties shall be applied in the event of a use of water that is in violation of this Regulation or in violation of a restriction on water usage that is in effect pursuant to implementation of this Regulation while a declared water shortage emergency is in effect.
  - a. First violation at a customer's service: An oral warning shall be issued upon detection of the violation, and a letter explaining the violation shall be mailed to the customer within fourteen (14) days.
  - b. Second violation at the same customer's service: A surcharge of one hundred dollars (\$100.00) for the water used in violation of this Regulation shall be added to the customer's service account.
  - c. Third violation at the same customer's service: A surcharge of two hundred dollars (\$200.00) for the water used in violation of this Regulation shall be added to the customer's service account and a flow restrictor permitting a flow rate of approximately one-quarter (1/4) gallon per minute shall be placed on the customer's service connection for a period of seven (7) days.
  - d. Fourth violation at the same customer's service: A surcharge of three hundred dollars (\$300.00) for the water used in violation of this Regulation shall be added to the customer's service account and a flow restrictor permitting a flow rate of approximately one-quarter (1/4)

- gallon per minute shall be placed on the customer's service connection for the duration of the water shortage emergency.
- e. In addition to the applicable penalties above, the customer's service connection shall be turned off and service shall be restored only upon payment of a fifty dollar (\$50.00) service restoration charge if at the time the violation is detected there is no responsible adult present on the premises.
- f. In addition to the applicable penalties above, the customer's service connection shall be turned off and service shall be restored only upon payment of a fifty dollar (\$50.00) service restoration charge if at the time the violation is detected the person or persons engaged in the violation refuse to immediately cease the usage of water that is in violation of this Regulation.
- (2) A customer charged with a violation of this Regulation may submit an appeal in writing to the Board of Directors within fourteen (14) days of notification of the violation. The Board shall conduct a hearing on the appeal within thirty (30) days of receipt of the appeal. An appeal must be accompanied by a deposit in the amount of the surcharge in the case of an appeal of a second, third, or fourth violation. No flow restrictor shall be maintained on the service connection while an appeal is pending. If the Board sustains an appeal of a violation for which a service restoration charge was paid by the appellant, the service restoration charge shall be refunded to the customer. The decision of the Board of Directors on an appeal shall be final and binding.

#### (i) Exceptions and Exemptions

Applications for exceptions to and exemptions from provisions of this Regulation, other than as provided for elsewhere in this Regulation, may be submitted in writing to the Board of Directors. The Board shall conduct a hearing on the application within thirty (30) days of receipt of the application, and shall render a final and binding decision on the application within seven (7) days of concluding the hearing. Nothing in this Regulation shall limit or restrict any public agency engaged in providing emergency services from making any use whatsoever of the water supply for purposes associated with the provision of emergency services. Nothing in this Regulation shall limit or restrict the Water System itself from using water in any manner or fashion or for any use it deems necessary in order to operate the water system and maintain the public water supply.

\* \* \* \* \* \* \* \* \*

Regulation 117: Adopted, July 2, 2001 (Ordinance 58-2001)

July 22, 2009: The reference in paragraph (f)(4) to Ordinance 82-1 as providing the mechanisms for imposing water rationing was superseded by Ordinance 78-2009, which provides mechanisms for water rationing that are to be enforced in the event of implementation of Stage 4.



#### Board Agenda Item Staff Report

Subject: Leak Detection Technology

Meeting Date: October 28, 2020 Date Prepared: October 14, 2020

Prepared by: Shelley Redding, Administrator; Wade Holland, Customer Services Manager

Attachments: None

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**Recommended Action:** Informational purposes only

A request has been made for staff to report on technology that could assist the Water System in identifying system leaks. Staff has also been asked to explore conservation strategies used by other water systems in Marin County.

Staff was also contacted in early August by a community member requesting information pertaining to losses in the water system due to system leaks and how our numbers compare to reports in the Urban Management Water Plans for Marin Municipal and North Marin Water Districts. An Urban Management Water Plan is submitted by each urban water supplier, which, according to Section 10617 of the California Water Code, is defined as a publicly or privately owned water system that provides municipal water service to more than 3,000 customers or that supplies more than 3,000 acre-feet of water annually. The Inverness Water System is not defined as an urban supplier.

Nevertheless, for comparative purposes, staff accessed the MMWD and NMWD reports on the State Water Resources Control Board's website. We found that Marin Municipal reported "non-revenue water as percent of cost of operating system" at 3.5% in 2019, down from 4.2% in 2018. North Marin reported for its West Marin service area "non-revenue water as percent of cost of operating system" at 5.2% in 2019, down from 16.1% in 2018. MMWD noted efforts by the District's employees to "better control water loss includ[ing] installation of additional AMI meters, upgrad[ing] water supply meters, and pipe replacement." NMWD reports that 2018 was the first year they provided separate reporting for the West Marin service area and did not identify specific reduction activities.

According to IPUD's internal record keeping, the Inverness Water System's unsold water percentage runs in the range of 17%-20% on an annual basis. The percentage of unsold water drops noticeably in the winter (low-usage) periods of the year and rises in the summer (high-usage) periods. For the Inverness Water System, "unsold water" (which is a much broader category than "unaccounted for" water, which is what water systems more commonly report) results from a variety of causes, including leakage in the storage and distribution system, older customer meters that undercount the flow for billing purposes, post-processing system usage, Fire Department usage, and our generous program of forgiveness to customers who are granted rate relief for unintentional usage (leaks). Our measurement of "sold" water does not include water that went through a customer meter but was deducted from "total sold" because we forgave the charge for the excess over the customer's average usage for the billing period. A customer is not granted rate relief until documentation is provided that the issue causing the unintentional usage has been corrected. We replace meters on a regular basis throughout the year, and mostly the ones getting replaced are the oldest ones.

All the wooden tanks we still have in the system (2 at Tenney, 3 at Colby, 1 at Seahaven) have reached an age where they leak significantly, which is why we have focused on replacing them (historically, the two oldest, most leak-prone tanks were the ones at Stockstill, which were replaced with a steel tank three years ago). Two of the leading remaining offenders are the two Tenney tanks, whose replacement is at the stage of getting ready to go out to bid. Our experience is that the wooden tanks leak less during the winter when they tend to remain full 24/7 (because the staves remain tightly swollen together all the time). They

begin to leak in the higher-usage time of the year, when the water level in the tank fluctuates and staves begin to dry, causing leakages to occur until the staves swell together again.

The Chief of Operations has explored technologies such as AMI (Advanced Metering Infrastructure) and AMR (Automated Meter Reading). AMI is an integrated system of water meters, a communication network, and a data management system that enables two-way communication between meter endpoints and the utility. Unlike AMR, AMI does not require utility personnel to collect the data. AMR is a communication technology used by water utilities to automatically collect water consumption and status data from water meters. AMR systems can be either walk-by or drive-by. An endpoint is connected to each customer meter's encoder register. The endpoint captures water flow and alarm data which is collected by utility personnel by walking or driving by with a data receiver in proximity to the device to assist with leak detection. The challenges for both applications include access to Wi-Fi signals, community concerns over the perceived health effects of adding EMFs, and the significant costs associated with new software applications that require (and complicate) integration with the current SCADA system.

The District introduced a significant technology application with implementation of the current SCADA system. Now, staff accesses the SCADA system to monitor the water system in real time in the District offices or from anywhere using iPads. The data is communicated to a server by solar-powered radio signals, and alarm systems are enabled to identify significant fluctuations in such key operating parameters as tank levels. With the SCADA system, water operators are tasked to inspect areas of a suspected leak to isolate and repair leaks as they arise.

Staff suggests that at this time, everything that is economically feasible and cost-effective that can reasonably be done on a routine basis to identify, locate, and resolve unnecessary leaks is being done. The single most effective thing we can do to reduce system leakage at this time is to continue to prioritize and pursue replacement of the old, leaking wooden tanks, of which, once the Tenney project has been completed, the only ones that will be left will be the three 10,000-gal tanks at Colby and the one 15,000-gal tank at Seahaven (which is the least leak-prone).



#### Board Agenda Item Staff Report

Subject: Community Fire Awareness and Response

Meeting Date: October 28, 2020 Date Prepared: October 15 2020

Prepared by: Shelley Redding, Administrator

Attachments:

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#### **Recommended Action:** Informational Purposes

Over the last 5 years, wildfires have consumed thousands of acres of land in both wildland and urban settings of Northern California. Marin County has fortunately been spared catastrophic losses as compared to our neighboring counties of Sonoma and Napa. The community of Inverness, along with most of the County of Marin, is considered a Wildland Urban Interface (WUI) environment. This environment can add challenges for mitigation, maintenance, and proactive planning for prevention, suppression, and preparedness. While the community is responsive to suggestions for mitigation, the community is indirectly subject to wildfire management priorities of the County, State, and Federal parks.

This summer, the West Marin region experienced a rare phenomenon of lightning storms that set off a significant fire in the Point Reyes National Seashore, which surrounds the community of Inverness. This event led to evacuation orders for areas south of Inverness, while Inverness was kept in a "warning" status. As a result of this recent activity, community groups and individuals have a heightened awareness of vulnerabilities and have expressed an interest in re-evaluating emergency preparedness plans, mitigation efforts, and their desire to explore the available resources and how they can be best leveraged for the community of Inverness.

The Fire Chief has been actively involved for over 20 years in the development and implementation of the Marin Emergency Radio Authority (MERA), which provides a robust communication system for all emergency agencies in Marin County. The District has made significant investments in this effort, and the current target date for implementation of the next major update to the MERA system is 2022.

In 2018, the residents of West Marin voted to increase the Transient Occupancy Tax (TOT) for West Marin from 10% to 14% for short-term rentals starting on January 1, 2019. This extra funding provides revenue to the District to increase and enhance fire response services.

Last year, the Marin Wildfire Prevention Authority (MWPA) was approved by voters to provide an additional revenue source for increased mitigation and preparedness efforts led by both an Operations Committee and an Executive Committee, coordinated by recently appointed Executive Officer Mark Brown. So far this year, staff of Marin County Fire Department performed home inspections in the community of Inverness to advise on conditions of the home perimeters, gutters, and foliage. If applicable, they left specific suggestions on items that needed to be addressed for defensible space, home hardening, and other items for a safer home. These inspections not only help the homeowner with awareness, but also advised on conditions for the incident command overseeing the response to the Woodward Fire in the National Seashore.

In the community of Inverness, the Inverness Foundation provides the nonprofit status for the Inverness Disaster Council, which was formed in 1982 after the Flood of '82. In coordination with the Point Reyes Disaster Council, the Inverness Disaster Council designs and implements emergency preparedness plans, organizes the neighborhoods under neighborhood coordinators, and regularly schedules practice radio drills. The Fire Chief has been active with this effort and meets with community members regularly to advise them on additional preparedness efforts.

In addition to MERA, MWPA, Measure C (TOT funds), and the Disaster Council, the nonprofit organization FireSafe Marin provides numerous resources for communities to ensure preparedness and capability to achieve designation of a Firewise USA Community. Marin County currently has 67 Firewise communities.

With all these efforts, the county has made progress toward better preparation for disasters, including wildfires. With the current record fire season, it is understandable that an interest to review and enhance wildfire mitigation, preparedness, and response plans could be warranted. It is also important to recognize that when working with multiple agencies and efforts, the progress should be coordinated with all interested parties to ensure efficiency and identify community responsibilities and personal responsibilities.

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#### Next Gen Project Update

We are nearing completion of the Customer Design Review process. In this phase, the MERA team and Motorola are working through over 1,000 pages of documents that will guide the implementation of the Next Gen system. Once completed, the MERA Governing Board will be asked to approve the Customer Design Review package leading us to the next phase of the project.



Following approval of the radio system design, the next significant step is Site Construction: Starting with release of bid packages for all the sites, awarding of bids, and then site construction. While the details vary from site to site, some existing sites require upgrades and reinforcement, and other new sites require complete construction of the site.

Upon completion of each site, Motorola will be installing the communications equipment and microwave connections and bring the Next Gen system to life.

#### New Next Gen Project Team

With Marin County's decision to not renew their agreement with MERA to implement their new system, MERA moved forward to develop a new project team. The Next Gen Project Team now reports to Deputy Executive Officer for the Next Gen System Mr. Dave Jeffries. Assisting Mr. Jeffries is Ms. Maura Griffin, from Regional Government Services. Serving as the Next Gen Program Manager is Mr. Mark Chase,

from AECOM. Mr. Chase will be coordinating the efforts of the remaining members of the team.



The Radio System Project Manager is Mr. David Mortimer from Federal Engineering. Mr. Mortimer is already a veteran to this project and is the primary point of contact between MERA and Motorola. The Construction Project Manager is Mr. James McKenzie, assisted by Construction Manager Jonathan Sprague, both from AECOM. The newest member of our team is Mr. Dave Bettin from Regional Government Services who is our Implementation Coordinator. He will be our main point of contact with MERA member agencies for equipment installations and distribution, as well as working with the member agencies to prepare for cutover to the Next Gen system.

#### **Media Contact**

As a reminder, please refer any public or media inquiries regarding the MERA Next Gen System to MERA Deputy Executive Officer for the Next Gen System Dave Jeffries, 707-483-1098 or <a href="mailto:dave@jeffriespsc.com">dave@jeffriespsc.com</a>.

For more information, please go to <a href="http://www.meraonline.org">http://www.meraonline.org</a>

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Marin Emergency Radio Authority · c/o Town of Corte Madera · 300 Tamalpais Drive · Corte Madera, CA 94925 · USA





# Agenda Item No. 6

### **Water System Report**

 September 2020 Water Production and System Reports

#### INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT • WATER SYSTEM

POST OFFICE BOX 469 INVERNESS, CA 94937

(415) 669-1414 • FAX (415) 669-1010 • WWW.INVERNESSPUD.ORG

#### WATER SYSTEM REPORT, September 2020

<u>2020</u>

Rainfall (at F1)	0.03" for month; 0.30" for year	012" for month; 0.12" for year
Streamflows	91,440 gpd; 63.5 gpm	208,800 gpd; 145 gpm
Production	2,591,400 gal; 86,380 gpd; 60.0 gpm	2,768,900 gal; 92,297 gpd; 64.1 gpm
Sources	1st Valley High Intakes (3): 27 % 2 <sup>nd</sup> Valley High Intakes (3): 18 % 3 <sup>rd</sup> Valley High Intakes (2): 13 % 1 <sup>st</sup> Valley lower intake: 18 %	1 <sup>st</sup> Valley High Intakes: 52 % 2 <sup>nd</sup> Valley High Intakes: 24 % 3 <sup>rd</sup> Valley Intakes: 20 %
	1 <sup>st</sup> Valley Wells #1: 6 % 1 <sup>st</sup> Valley Well #3: 0%	1 <sup>st</sup> Valley Wells & Low Intakes: 4% 1 <sup>st</sup> Valley lower intake well #3: 0%
	2 <sup>nd</sup> Valley Lower (L2 and Well #4): 18%	2 <sup>nd</sup> Valley Lower (L2 and Well #4): 0.00%

#### August 2020 DISTRIBUTION (USE BY ZONE)

Colby zone 1,048,700	40.5%	44.5%
Tenney zone 993,000+	38.3%	31.5%
Est. Conner zone	2%	3%
Stockstill zone 357,000	13.8%	11%+
Lower SH zone 192,700	7.4%	10% -
TOTAL 100 00/		

TOTAL 100.0%

gpd = gallons per day; gpm = gallons per minute

#### **Water Quality**

All sources ultra and nano filtered; chlorine and turbidity correct continuously; no positive coliform bacteria samples from

distribution sample grabs. Samples of distribution water tested twice monthly and influent raw water are being collected once

a month for lab analysis of coliform content. Average CL2 dose at F1® 0.6 parts per million (ppm); F3® >0.45 ppm Major Activities:

- Monthly reports sent to CA RWQCB
- o Ceased Regular Flushing of Via de la Vista/ Escondido mains, (low tank levels)
- o F3 CIP Nano cleaning, disinfected break tank with CL2 during cleaning
- o D4 pipe, pipeline trail and streambed restoration work continued,
- o All sources being utilized
- o Water conservation, outreach re: leaks on customer systems, streamflows still dropping
- Defensible space clearing continued at first valley plant continuing
- Clearing grass and brush around fire hydrants
- Glitch in F1 break tank-level control still not resolved, waiting on PLC update to remedy
- o Evidence of illegal water drawn from Rannoch fire hydrant
- o Pb/Cu samples: bottles distributed to residents and collected, sent to lab for analysis
- 3rd quarter TOC samples grabbed from all three valley sources
- F1 settling ponds cleaned
- o F1 nano prefilters replaced
- o Conner tank charge controller malfunction temporarily resolved, permanent replacement in works
- L2 Vault cover deteriorated. Materials purchased for improved design

Ken Fox, T3, Senior Water Operator



# Agenda Item No. 7

## Fire Department Report

• September 2020

# FIRE DEPARTMENT REPORT September 2020

INCIDEI	N T S :	•
#	Date	
#20-112	09-01	Public Assist @ Tomales Bay Resort. NPS and MCFD to handle.
#20-113	09-03	Public Assist @ Via de la Vista for a lift assist.
#20-114	09-06	Report of Illegal BBQ @ Chicken Ranch on roadside. UTL. (Unable to locate) No merit.
#20-115	09-16	Vehicle Accident @ SFD & S. Dream Farm Rd. Overturned vehicle. Non-injury.
#20-116	09-16	Vehicle Accident @ Pine Hill & SFD. Heard only. Unable to locate. (UTL)
#20-117	09-17	Tree Blocking Lane @ 12765 SFD. Cleared.
#20-118	09-18	EMS @Tomales Bay Resort for headache. M-94 code 3 to MGH. (Possible stroke)
#20-119	09-19	EMS @ Kenneth for severe toothache. Private transport.
#20-120	09-20	EMS @ Shell Beach for possible broken ankle. M-96 code 2 transport to MGH.
#20-121	09-26	EMS @ Via de la Vista for dizziness. Helicopter transport.
#20-122	09-27	Vegetation Fire@ Pt. Reyes lighthouse. 5 + acres.
#20-123	09-27	EMS @ Inverness Way & Hawthornden for bicycle down. No transport.
#20-124	09-27	Vehicle Accident @ 19 SFD & Bear Valley Rd. Non-injury.
#20-125	09-29	Tree & Wires down @ 126 Bayview. Large tree & elect service on private driveway.
#20-126	09-30	Tree blocking road @ 145 Douglas.

#### **TRAININGS:**

09-13 Drill: Review and operate equipment on the different vehicles.

09-29 Drill: Review and after action discussions of the lighthouse fire and other calls.

**Every Tuesday afternoon 2-hour trainings with John Roche for new volunteers.** 

#### **ACTIVITIES AND MAINTENANCE:**

- 1. Weekly conference calls with the Marin County EOC re: COVID issues.
- 2. MERA Board meeting.
- 3. MERA operations group meeting.
- 4. Conference calls with Marin Fire Chiefs re: staffing for fires and red flag days.

#### **PERSONNEL:**

Mike Meszaros, Jim Fox, Ken Fox, Tom Fox, Burton Eubank, Brian Cassel, Jeff McBeth,

Tim Olson, Dennis Holton, Brett Miller, Roy Pitts, David Briggs, John Roche, David Wright, Kai Heimpel, Tim Olson, Sabrina Meyerson, Alex Frankel, Davis Allen, Nikki Spencer, Michael Duncan, Ian Duncan, Greg Eastman.

Jim Fox, Chief



# Agenda Item No. 8 September 2020 Expenditures and Credit Card Charges

#### **Inverness PUD** Monthly Expense Ledger Report September 2020

Date	Num	Name	Memo	Amount
Sep 20				
09/04/2020	EFT	Bank of America	September 2020 Analysis Charge	-115.94
09/08/2020	EFT	CalPERS Health	September 2020 Health	-10,384.01
09/10/2020	Auto	Diversified Technology	Billing Service	-665.00
09/10/2020	13878	Building Supply Center	Acct 155	-363.88
09/10/2020	13879	Brelje and Race Laboratories, Inc.	August 2020 sampling	-378.00
09/10/2020	13880	DeCarli's	Account # 2-45217	-327.90
09/10/2020	13881	Good & Clean, Inc.	Janitorial Services - August	-220.00
09/10/2020	13882	Horizon Cable TV Inc.	005-003907	-90.79
09/10/2020	13883	Jairemarie Pomo		-400.00
09/10/2020	13884	John's Dairy Equipment & Supply, Inc.	Liquid Chlorine	-80.10
09/10/2020	13885	Lunny Grading & Paving, Inc.	Road Base	-161.29
09/10/2020	13886	Noel Tree & Gardening	2020 Chipping	-647.50
09/10/2020	13888	Riley F. Hurd III	Legal Fees Tenney Tank	-22.88
09/10/2020	13889	Streamline	September 2020 Website	-200.00
09/10/2020	13890	U. S. Bank Corporate Payment Systems		-656.92
09/11/2020	EFT	Paychex	Payroll Processing Fees - S125 Fee	-40.00
09/15/2020	13891	Eubank {DO}, Burton	Payroll	-640.96
09/15/2020	EFT	BB & T- CPS Operations	8/01-8/31/2020 AR Box	-1.17
09/15/2020	0831	Eubank {DO}, Burton	Direct Deposit Rejected by Bank	640.96
09/15/2020	0920		Tax Payment	-6,097.76
09/15/2020	0920		Direct Deposit	-15,783.91
09/15/2020	EFT	Paychex	Payroll Processing Fees	-254.55
09/28/2020	EFT	PG&E	Paid online 09/30/2020	-4,094.45
09/29/2020	13892	Fire Safety Supply Co.	1 Extinguisher	-104.64
09/29/2020	13893	Fox, Thomas	Temporary Fire Shift Coverage	-1,650.00
09/29/2020	13894	Grainger	Account # 836141895	-29.63
09/29/2020	13895	Hach Company	Water Treatment Supplies	-676.73
09/29/2020	13896	Petaluma Auto Parts		-846.72
09/29/2020	13897	USABluebook	70259	-145.48
09/30/2020	13900	AT&T CalNet		-452.49
09/30/2020	13901	Quill Corporation	Account # 645751	-134.46
09/30/2020	13902	Verizon Wireless	Account 942336110-00001	-227.77
09/30/2020	13903	Pacific Slope Tree - Tom Kent	Chipper Days 2020	-1,100.00
09/30/2020	0920		Tax Payment	-6,258.29
09/30/2020			Direct Deposit	-15,855.12
09/30/2020	EFT	Paychex	Payroll Processing Fees	-189.60
09/30/2020	0837 P		Balance Adjustment	-0.80
Sep 20				-68,657.78

# Inverness PUD Reconciliation Detail

XX-9383 · Cal Card - Jim Fox, Period Ending 09/24/2020

Туре	Date	Num	Name	Clr	Split	Amount	Balance
Beginning Balance Cleared Transa	actions I Cash Advance	as - 2 itams					154.48
Credit Card Charge Credit Card Charge	08/25/2020 09/20/2020	118832 91520	Palace Market Amazon	X X	850-01 · Volunteer Training 850-01 · Volunteer Training	-218.29 -941.80	-218.29 -1,160.09
Total Charges	s and Cash Adv	ances				-1,160.09	-1,160.09
Payments ar	nd Credits - 1 it 08/24/2020	em 4246	U. S. Bank Corporate Payment Systems	Х	20000 · Accounts Payable	154.48	154.48
Total Cleared Ti	ransactions					-1,005.61	-1,005.61
Cleared Balance						1,005.61	1,160.09
	nd Credits - 1 it	em			00000	4 400 00	4 400 00
Bill	09/20/2020		U. S. Bank Corporate Payment Systems		20000 · Accounts Payable	1,160.09	1,160.09
Total Uncleared	Transactions					1,160.09	1,160.09
Register Balance as	of 09/24/2020					-154.48	0.00
Ending Balance						-154.48	0.00

# Inverness PUD Reconciliation Detail

XX-7642 · Cal Card - Redding, Period Ending 09/24/2020

Туре	Date	Num	Name	Clr	Split	Amount	Balance
Beginning Balance Cleared Transa	ctions						502.44
Charges and	Cash Advanc	es - 6 items					
Credit Card Charge	08/28/2020	2020	Amazon	X	870-05 · Office Supplies, Postage, Fees	-162.04	-162.04
Credit Card Charge	08/28/2020	3540	Costco	X	870-05 · Office Supplies, Postage, Fees	-49.67	-211.71
Credit Card Charge	09/09/2020	26100	Microsoft	X	870-05 · Office Supplies, Postage, Fees	-48.00	-259.71
Credit Card Charge	09/14/2020	10094	California Special Districts Association	X	870-09 Travel & Meetings	-425.00	-684.71
Credit Card Charge	09/15/2020	o1459	U. S. Postmaster	X	870-05 · Office Supplies, Postage, Fees	-625.50	-1,310.21
Credit Card Charge	09/16/2020		U. S. Postmaster	Χ	870-05 · Office Supplies, Postage, Fees	-22.00	-1,332.21
Total Charges	s and Cash Adv	/ances				-1,332.21	-1,332.21
•	d Credits - 1 if						44
Bill	08/10/2020	4246	U. S. Bank Corporate Payment Systems	Х	20000 · Accounts Payable	502.44	502.44
Total Cleared Tr	ransactions					-829.77	-829.77
Cleared Balance						829.77	1,332.21
Uncleared Tran							
Payments an Bill	od Credits - 1 it 09/20/2020	tem	U. S. Bank Corporate Payment Systems		20000 · Accounts Payable	1,332.21	1,332.21
Total Uncleared	Transactions					1,332.21	1,332.21
Register Balance as o	of 09/24/2020					-502.44	0.00
Ending Balance						-502.44	0.00



# Agenda Item No. 9

**Ordinance 96-2020:** 

# Providing for the Compensation of The Administrator of The District

#### Inverness Public Utility District

#### ORDINANCE 96-2020

# AN ORDINANCE PROVIDING FOR THE COMPENSATION OF THE ADMINISTRATOR OF THE INVERNESS PUBLIC UTILITY DISTRICT

**BE IT ENACTED** by the Board of Directors of the Inverness Public Utility District as follows:

- The salary of the Administrator of the Inverness Public Utility District shall be Eight Thousand Thirty-four and No/100s Dollars (\$8,034.00) per month, effective on the date of adoption of this ordinance.
- The Administrator shall be classified as a non-exempt employee and shall be paid on an hourly basis at an hourly rate determined by dividing the stated monthly salary by 173.333 (or \$46.35 per hour).
- The Administrator's level of employment (expected number of hours to be worked per week at the hourly rate determined in Section 2) shall be set from time to time by the Board of Directors.
- **SECTION 4.** The Administrator's gross wages shall be allocated at each pay period by the following method:
  - a. Time attributable to work on capital projects and reimbursable projects shall be allocated to each applicable project at the Administrator's calculated hourly rate, which shall be the monthly salary divided by 173.333 (or \$46.35), times the number of hours attributable to the project.
  - b. What remains shall be allocated to District expenses.
- SECTION 5. This Ordinance shall be and hereby is declared to be in full force and effect as of thirty (30) days from and after the date of its adoption. The Clerk of the Board shall cause this Ordinance to be published in a newspaper of general circulation in the District at least one (1) week before the expiration of said thirty (30) days and shall also cause copies of this Ordinance to be posted in at least three (3) public places in the District for the said thirty (30) days, and said publication and said posted copies shall show the names of the Directors voting for and against adoption of this Ordinance.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Inverness Public Utility District on the <u>28<sup>th</sup></u> day of <u>October</u>, <u>2020</u>, by the following vote, to wit:

	AYES:	Directors
	NOES:	
	ABSTAINING:	
	ABSENT:	
		Kenneth J. Emanuels, President
ATTEST	:	
	Shelley Reddin	g, Clerk of the Board
	l here	by certify that the foregoing instrument is a true and correct copy of the original of Ordinance 96-
	2020	on record in this office, and that subsequent to its adoption no provision of Ordinance 96-2020 has
	been	amended, modified, or revoked by the governing body.
	 State	, Clerk of the Board, Inverness Public Utility District, County of Marin, of California.
	State	

Date

By\_



# Agenda Item No. 10

# Approve Changes to Staff Pay Rates to Include COLA Adjustments



#### Inverness Public Utility District

#### Board Agenda Item Staff Report

Subject: Changes to Staff Pay Rates to Include COLA Adjustments

Meeting Date: October 28, 2020

Date Prepared: September 30, 2020

Prepared by: Shelley Redding, Administrator Attachments: List of Proposed Pay Rates

**Recommended Action:** Accept the proposed pay rates for all employees beginning 10/26/2020.

Long-standing District policy has been to increase wages and salaries at the beginning of each fiscal year by the most recent annual change in the Consumer Price Index for the San Francisco area for All Urban Consumers (CPI-U).

The proposed pay rates shown on the attachment reflect application of this standard. Note that Administrator Redding's appointment remains as an hourly position. Also, per fine print in the Public Employees' Pension Reform Act, the hourly pay rate of the annuitant (Holland) is tied to the Administrator's pay rate.

If your Board decides to maintain the practice of increasing pay rates by the change in the S.F Area CPI-U, staff will use the attached schedule of pay rates in preparing the amendment to the operating budget for FY 2020/21.

# PROPOSED PAY RATES FOR FY 2020/2021 3.0% CPI Increase, Effective 10/26/2020

Position (2020/21)	Employee	2019/2020 Rate	2020/2021 Proposed
Administrator	Shelley L. Redding	\$45.00/hr., 40 hours	\$8,034.00/mo., 40 hrs.
Chief of Operations	James K. Fox	\$8,572.72/mo., 40 hrs.	\$7,653.00/mo., 32 hrs.
Sr. Water Operator	Kenneth J. Fox	\$40.10/hr., 40 hrs./wk.	\$7,158.67/mo., 40 hrs.
Accounts Receivable	Wade B. Holland*	\$45.00/hr., as needed	\$46.35/hr., 16 hrs./wk.
Water Op. Trainee	Jeff McBeth	\$28.00/hr., 32 hrs./wk.	\$28.84/hr., 32 hrs./wk.
Water Op. Trainee	Kai Heimpel	\$28.00/hr., 32 hrs./wk	\$28.84/hr., 24 hrs./wk.
Water Op. Trainee	Jacob Leyva	\$28.00/hr., 32 hrs./wk	\$28.84/hr., 32 hrs./wk
Fire Services Officer	John Roche	\$32.00/hr., 32 hrs./wk.	\$32.00/hr., 24 hrs./wk.

All employees are non-exempt hourly wage earners, except for Shelley Redding, James Fox & Ken Fox who are exempt salaried employee.

#### Retirement

Retirement contribution is offered after a 90-day probationary period on a pro-rata basis for PERS-eligible employees. District pays both employer and employee retirement costs.

#### **Health Benefits**

Employees who works 24 hours and over per week (or more than 1,000 hours in a fiscal year), the District pays 100% of Healthcare Benefits for Employee and their Dependents, up to the cost of CalPERS Choice for Healthcare (\$935.84 Employee, \$1871.68 Employee & 1 Dependent, \$2433.18, Employee & 2+ Dependents). If an employee chooses coverage above the cost of CalPERS Choice, the employee pays the difference in the premium cost by payroll deduction.

If an employee opts-out of coverage, and can annually demonstrate they have coverage through their spouse, or by other means, they are paid monthly through a Cafeteria Section 125 plan equal to 50% of the Subscriber Premium Average offered through CalPERS.

#### **Ancillary Benefits:**

- Employees who work 24 hours and over per week, the District pays 75% of Dental & Vision premiums. 25% is paid by the employee through a payroll deduction.
- o For Dependents, the District covers 50% of their premium, 50% is paid by the employee through a payroll deduction.
- Voya Financial Basic Life & AD&D covered at 75% (Employee only).
- Supplemental short-term and long-term disability insurance (Employee Only)
- Employee Assistance Program at 75% (Employee only)
- Paid sick leave on a pro rata basis (40 hours per calendar year, but is not carried over to the next calendar year);

- Paid vacation (0-3 months: no accrual), 3 months through 5 years: 10 days per year or 80 hours); 6 years and thereafter: 15 days per year or 120 hours); accrued on a pro rata basis depending upon the number of hours worked; can be carried over into the next calendar year; and
- 10 paid holidays.
- \* As retired annuitant, cannot work more than 960 hours in a fiscal year. The hours and wages are reported to CalPERS, and cannot be paid for holidays, sick time, vacation, or bonus compensation. The pay rate must be the same as that of the Administrator.



# Agenda Item No. 11 Streamline Website Agreement Amendment



#### Inverness Public Utility District

#### Board Agenda Item Staff Report

Subject: Streamline Website Agreement Amendment

Meeting Date: October 28, 2020 Date Prepared: October 14, 2020 Prepared by: Shelley Redding

Attachments: Streamline Web Subscription Agreement

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Recommended Action: Approve Amendment to agreement to include "Engage" component for outreach

to customers through the District website

\_\_\_\_\_\_\_

In the past year, the District has had to create, submit to a printer and mail out various communications to District customers. Recently, the need to perform outreach about the current water shortage emergency has necessitated a review of our processes and identify solutions that will benefit the customer as well as the District.

The current provider of our Website platform, Streamline, has a feature called "Engage" for distributing website content by converting web pages to emails and then send them along to customers. It offers unlimited subscriber lists, public and private. We can import an email list to the website, or we can have customers "subscribe" through the website. We can also send emails about upcoming Board meetings with Agendas and Board Packets Attached. In addition, this application offers a way to engage with District Employees and Volunteers about schedules and trainings.

The monthly cost for the website is \$200.00. Adding on this component will add \$60.00 per month. Considering the District will have spent close to \$2,500.00 in printing costs so far this year, it is recommended that the amendment be approved to add the "engage" component to our website for future District Notifications, taking effect on November 1<sup>st</sup>, 2020.



#### Streamline Web - Subscription Agreement

CUSTOMER: Inverness Public Utility District

ORDER DATE: Oct 09, 2020

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 2321 P St, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the <u>Streamline Terms of Service</u> and reflects current <u>Streamline Pricing</u> based on Annual Operating Revenue and partner discount applied, if applicable. All invoices will come from our parent company, Digital Deployment. <u>W9 is available online</u>. **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.** 

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our <u>subscription-based website toolkit for local government</u>.

SUBSCRIPTION ORDER (Monthly Recurring Price):

Name	Price
Streamline Web w/Engage Member 1m-5m	\$260.00

One-Time Migration Costs: \$0 Order #: 3063373434

Invoice Frequency: Monthly Original Order? Updated

Additional Billing Details: CSDA Member Nov 01, 2020

Billing Start Date:

Billing Person: Shelley Redding Phone: 415-669-1414

Billing Address: P.O. Box 469 Email: admin@invernesspud.org

City, State, Zip: Inverness, CA 94937 Payment Type: Check

Thank you for partnering with Streamline!

Streamline: Customer:

Name: Kenneth Emanuels

Title: Title: Board President

Date: Date: 10/28/2020

Signature: Signature:



#### WHAT YOUR STREAMLINE SUBSCRIPTION INCLUDES:

Technology	Setup and Training	Ongoing Support
Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT.	Initial website setup is free, and done before we meet - including information architecture (menu) best practices.	Unlimited support is included for anyone on your staff responsible for updating the website.
Built-in ADA compliance (the platform is fully accessible out of the "box").	Introduction to your state requirements so you know what needs to be posted.	Support system is built into your website - get help with the click of a button.
State-specific transparency dashboard with checkpoints for all posting requirements.	Training for your anyone on your staff via remote meeting to help you learn the system.	Unlimited hosting of content and files so you never have to "upgrade" your account.
Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds.	Free domain included (acmemud.specialdistrict.org) or connect your own custom domain / web address.	Extensive knowledge base of how-to articles and getting started guides are available 24/7.
Ongoing improvements to existing features included at no cost - your software will never be out of date.	Free SSL security certificate so that your site is served over https and visitors are protected.	Can't figure out how to send your question? That's ok, you'll have our technical support number, too.

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.

#### TYPICAL ONBOARDING TIMELINE:





# Agenda Item No. 12

# District Firehouse Heating Replacement Proposals



#### Inverness Public Utility District

#### Board Agenda Item Staff Report

Subject: Firehouse Heating Replacement Proposals

Meeting Date: October 28, 2020 Date Prepared: October 16, 2020

Prepared by: Shelley Redding, Administrator

Attachments: Bids (2) prepared by Heating and Cooling Contractor Ongaro and Sons

\_\_\_\_\_\_

**Recommended Action:** Review bids and approve

\_\_\_\_\_\_

The two heating units utilized at the Firehouse, one in the ground floor space, and one in the second-floor space were originally installed in 1995. This past winter, the heater on the second floor required hand lighting and would pop loudly when it reached the set temperature. Knowing that over time, older heating units can become less effective, less efficient and at times can pose hazards.

I contacted Ongaro and Sons to request an estimate for replacing both wall heaters with similar units, that require little modifications to the current duct work and fuel piping. I also requested an estimate to replace the upstairs unit with a heat pump unit for comparative purposes.

The technician inspected bot units and noted that both were in need of replacing and lacked the newer safety features. He also noted that the flue for the upstairs unit would need to be extended to meet current safety standards specifications. The quotes include the required permits and installation, with the exception of the electrical work needed for the heat pump unit, if it were chosen for the upstairs heating.

Staff requests that your Board review the proposals and advise on the replacement of the heating units.



Ongaro and Sons

Santa Rosa Office 2995 Dutton Ave. Santa Rosa, CA 95407 Sonoma County (707) 579-3511

San Anselmo Office 11 Ross Ave. San Anselmo, CA 94960 Marin County (415) 454-7400

Lic. # 215233

BILL TO Inverness Public Utility District (Firehouse) P.O. Box 469 Inverness, CA 94937 USA

ESTIMATE 89878719

Oct 16, 2020

#### Home Improvement Contract License #215233

JOB ADDRESS Inverness Public Utility District (Firehouse) 50 Inverness Way Inverness, CA 94937 USA Job: 69015

Technician: Mark Ross

### DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Replace 2 x35K btu wall furnaces : This estimate will include all equipment and labor including permit and disposal of old equipment

TASK DESCRIPTION	QTY ST	ANDARD PRICE	PRICE	TOTAL
PPH - Heating only - Annual:	1.00	\$99.00	\$99.00	\$99.00

- Annual Membership with Heating service.

   Annual service visit
  - Clean and adjust burner assembly
  - Check ignition assembly
  - Check heat exchanger
  - Monitor flue draft
  - Test starting capabilities
  - Check thermostat
  - Measure temperature rise
  - Measure for correct air flow
  - Clean or replace air filter (standard size)
  - Tighten electrical connections
  - Measure volt/amp on motors
  - Test safety controls
  - Check capacitor
  - 5% discount on repairs
  - Note: additional fee for specialty air

Estimate #89878719 Page 1 of 4

22126	William Single Wall Furnace 35K: Install Williams Wall Furnace. Includes Permit, New Thermostat, Gas Flex & Shut Off Connector, System Start Up & Disposal. 10 Year Heat Exchanger Warranty, 5 Year Parts & 2 Years Labor. Add for Gas, Flu & Electrical Circuit if needed.	2.00	\$3,234.20	\$3,072.49	\$6,144.98
504740	D Add'l Dual Wall Flue per foot: Add'l Dual Wall Flue per foot	2.00	\$54.33	\$51.61	\$103.22
22255	A Title 24 Requirements: Title 24 Requirements	1.00	\$475.00	\$451.25	\$451.25
	* If customer misses any scheduled testing appointment they will be financially responsible for any additional cost associated for the missed appointment.				
		MEM	BER SAVINGS		\$352.61
			SUB-TOTAL		\$6,798.45
			TAX		\$0.00
		CON	TRACT PRICE		\$6,798.45
		E	BALANCE DUE		\$6,798.45
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Thank You for Choosing Ongaro and Sons

Estimate #89878719 Page 2 of 4

CONTRACT PRICE: \$6,798.45

APPROXIMATE START DATE: 10/16/2020 APPROXIMATE COMPLETE DATE: 10/16/2020

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

#### **DOWNPAYMENT**

THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.

YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.

#### INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

#### For more information:

VISIT CSLB's website at www.cslb.ca.gov
CALL CSLB at 1-800-321-CSLB (2752)
WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.

#### **CUSTOMER AUTHORIZATION**

By signing, I acknowledge that the company has provided me an estimate for the services to be performed in the amount of \$6,798.45

Estimate #89878719 Page 3 of 4

Sign here			
Date			

Estimate #89878719 Page 4 of 4

#### ADDITIONAL TERMS AND CONDITIONS

1. Owner's Responsibilities. The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property. The Owner is responsible for having sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for same or for any carpets, drapes, furniture, driveways, lawns, shrubs, etc. The Owner shall point out and warrant the property lines to Contractor and shall hold Contractor harmless for any disputes or errors in the property line or setback locations. All equipment installations are done with the assumption that the location has a sound electrical system. Contractor takes no responsibility for damage or nonoperation of equipment due to inadequate power supply, whether source is a temporary power supply or a regular service panel, and includes ground, polarity and capacity.

Contractor is not responsible for owners' pets, closing gates or securing homes or job sites.

- 2. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.
- **3. Plans and Specifications.** If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like. The permit, which aforementioned is to be obtained by the contractor, only includes the scope of work as described in the contract; meaning this contract does not include any additional work required by the local jurisdiction to bring the home up to code, including but not limited to; smoke/co detectors, fixtures or appliances, existing structural violations or limitations, plumbing or HVAC system not related to the work described in the contract, or any open permit issues.
- **4. Subcontracts.** The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.
- **5.** Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.

In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

- 6. Insurance and Deposits. Owner will procure at his own expense and before the commencement of any work hereunder. fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear: should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor 's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.
- **7. Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.
- **8. Clean Up.** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.
- **9. Limitations.** No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
- 10. Validity and Damages. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.
- 11. Asbestos, Lead, Mold, and other Hazardous Materials. Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. The parties acknowledge that the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, requires special procedures, precautions, and/or licenses. Therefore, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work. The Contract Term setting forth the time for completion of the project may be delayed by the need for such remedial work. Owner agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination.

- 12. Standards of Materials and Workmanship. Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.
- 13. Interest: Overdue payments will bear interest at the rate of I 1/2% per month (18% per annum).
- **14.** Changes in the Work. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 30% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You, the buyer, may not require a contractor to perform extra or

change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

(i) The scope of work encompassed by the order; (ii) The amount to be added or subtracted from the contract; and (iii) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**Unseen Obstacles:** Owner agrees to pay all additional costs resulting from structural or underground obstacles unknown to Contractor including but not limited to hard formations requiring the use of pneumatic hammers, pipes or conduits, masonry, removing, refilling or compaction of ground. In addition, the Contractor will not be responsible for damaging underground utility or electrical pipe if said piping is not specifically located

and marked. If hard rock is encountered while doing routine digging Contractor will stop digging, notify owner/tenant/agent, and only continue on the basis of time and material or agreed upon price in writing.

#### STATUTORY NOTICES

#### Information about the Contractors' State License Board (CSLB)

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Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's Internet Web site at www.cslb.ca.gov Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

#### MECHANICS LIEN WARNING

**HOM IMPROVEMENT CONTRACT MECHANICS LIEN WARNING.** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.

This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

#### **Notice of Cancellation**

Date of transaction
You may cancel this transaction, without any penalty or obligation, within three business days from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.
If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.
If you do make the goods available to the seller and the seller doesn't not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send by emailing, mailing, faxing or hand delivery to Ongaro & Sons Inc. at 2995 Dutton Ave, Santa Rosa, CA 95407 no later than midnight three days from
I hereby cancel this transactionBuyers Signature



Ongaro and Sons

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ESTIMATE 89878737

Oct 16, 2020

#### Home Improvement Contract License #215233

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Technician: Mark Ross

### DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

Replace 1 LP 35K btu wall furnace and install 12K BTU Ductless mini split Mitsubishi unit on second floor office: This estimate includes the complete installation of wall furnace and ductless system to be installed on high western wall, it does not include the 240V electrical circuit from main panel, we recommend having licensed electrician perform that work, it will include removal of both wall units and sheetrock replacement on second floor would not be included,

TASK	DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
22126	William Single Wall Furnace 35K: Install Williams Wall Furnace. Includes Permit, New Thermostat, Gas Flex & Shut Off Connector, System Start Up & Disposal. 10 Year Heat Exchanger Warranty, 5 Year Parts & 2 Years Labor. Add for Gas, Flu & Electrical Circuit if needed.	1.00	\$3,234.20	\$3,072.49	\$3,072.49
22180	B Minisplit Ductless Heat Pump 12K Single Zone: Includes Ductless Equipment, Permit, Pad, Lineset, Communication Cable, Wireless Thermostat, System Start Up, & Disposal. 10 Year Parts & 10 Year Labor. Add for Electrical Circuit, Lineset Cover, Fllor Mount & Slim Duct Upgrades.	1.00	\$9,156.91	\$8,699.06	\$8,699.06

Estimate #89878737 Page 1 of 4

22255	A Title 24 Requirements: Title 24 Requirements	1.00	\$475.00	\$451.25	\$451.25
	* If customer misses any scheduled testing appointment they will be financially responsible for any additional cost associated for the missed appointment.				
PPHVA	CPPHVAC:	1.00	\$198.00	\$198.00	\$198.00

AC & Heating Combo

Membership with Heating service.

- Annual service visit
- Clean and adjust burner assembly
- Check ignition assembly
- Check heat exchanger
- Monitor flue draft
- Test starting capabilities
- Check thermostat
- Measure temperature rise
- Measure for correct air flow
- Clean or replace air filter (standard size)
- Tighten electrical connections
- Measure volt/amp on motors
- Test safety controls
- Check capacitor
- 5% discount on repairs
- Note: additional fee for specialty air filters

Membership with AC service.

- Annual service visit
- Test starting capabilities
- Check thermostat
- Measure for correct airflow
- Clean or replace air filter (Standard Size)
- Tighten electrical connections
- Measure volt/amp on motors
- Monitor refrigerant pressure
- Test Safely Controls
- Check evaporator coil (If accessible)
- Check condensate drains
- Measure temperature difference
- Clean condenser coil
- Check capacitor
- Check super heat and sub cool
- Measure compressor amp draw

MEMBER SAVINGS	\$643.31
SUB-TOTAL	\$12,420.80
TAX	\$0.00

CONTRACT PRICE \$12,420.80

Estimate #89878737 Page 2 of 4

Thank You for Choosing Ongaro and Sons CONTRACT PRICE: \$12,420.80

APPROXIMATE START DATE: 10/16/2020 APPROXIMATE COMPLETE DATE: 10/16/2020

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Estimate #89878737 Page 3 of 4

Sign here			
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- **7. Right to Stop Work.** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.
- **8. Clean Up.** Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.
- **9. Limitations.** No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
- 10. Validity and Damages. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.
- 11. Asbestos, Lead, Mold, and other Hazardous Materials. Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. The parties acknowledge that the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, requires special procedures, precautions, and/or licenses. Therefore, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work. The Contract Term setting forth the time for completion of the project may be delayed by the need for such remedial work. Owner agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination.

- 12. Standards of Materials and Workmanship. Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.
- 13. Interest: Overdue payments will bear interest at the rate of I 1/2% per month (18% per annum).
- **14.** Changes in the Work. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 30% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You, the buyer, may not require a contractor to perform extra or

change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order:

(i) The scope of work encompassed by the order; (ii) The amount to be added or subtracted from the contract; and (iii) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

**Unseen Obstacles:** Owner agrees to pay all additional costs resulting from structural or underground obstacles unknown to Contractor including but not limited to hard formations requiring the use of pneumatic hammers, pipes or conduits, masonry, removing, refilling or compaction of ground. In addition, the Contractor will not be responsible for damaging underground utility or electrical pipe if said piping is not specifically located

and marked. If hard rock is encountered while doing routine digging Contractor will stop digging, notify owner/tenant/agent, and only continue on the basis of time and material or agreed upon price in writing.

#### STATUTORY NOTICES

#### Information about the Contractors' State License Board (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's Internet Web site at www.cslb.ca.gov Call CSLB at 800-321-CSLB (2752) Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

#### MECHANICS LIEN WARNING

**HOM IMPROVEMENT CONTRACT MECHANICS LIEN WARNING.** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's Internet Web site at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME.

This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

#### **Notice of Cancellation**

Date of transaction
You may cancel this transaction, without any penalty or obligation, within three business days from the above date.
If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.
If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.
If you do make the goods available to the seller and the seller doesn't not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.
To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send by emailing, mailing, faxing or hand delivery to Ongaro & Sons Inc. at 2995 Dutton Ave, Santa Rosa, CA 95407 no later than midnight three days from
I hereby cancel this transactionBuyers Signature



# Agenda Item No. 13 Committee Meetings/Reports



# Agenda Item No. 14 Announcements, Next Meeting, Adjournment