

# Bel Marin Keys Community Services District

4 Montego Key  
Novato, CA 94949

Office: 415.883.4222  
www.bmkcsd.us

## NOTICE & AGENDA of the REGULAR BOARD MEETING March 20, 2025 – 7:30pm BMKCS Community Center

### Board Members

Mercy Angelopulos  
Vince Lattanzio

Cheryl Furst  
Steve Nash

Natalia Shorten

**Assistance for people with disabilities:** If you are disabled and need accommodation to participate in the meeting, please call our Administrative Assistant, at 415.883.4222 so that the necessary arrangements can be made.

This Board Meeting is available for real-time viewing via Zoom. The meeting starts promptly at 7:30pm

The Zoom link is (cut/paste may be required):

<https://us06web.zoom.us/j/8221143740?pwd=y00Gutjhs17fQTT6tyhR9sF4HoCMGb.1>

Meeting ID: 822 114 3740

Passcode: 491292

*Please note that the Coordinator is unable to take telephone calls during the meeting.*

*Please mute your audio. Please raise your hand if you wish to speak during Public Comment or regarding an item on the agenda. When called upon, please unmute your audio.*

The Board meeting agenda and all supporting documents are available for public review at 4 Montego Key, Novato, California, 94949, 72 hours in advance of a scheduled board meeting. Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet, and not otherwise exempt from disclosure, will be made available for public inspection at the District Office at 4 Montego Key, Novato, California, during normal business hours, Monday through Friday, 8:00am to 4:00pm. Copies of supplemental materials distributed at the Board meeting will be available for public inspection at the meeting location.

### **I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE**

*To speak on any item under discussion by the Board on this agenda, you may do so upon receiving recognition from the Chair. Time limitations on public testimony may be imposed at the discretion of the President in conformity with Board Meeting Policy Provisions. (Please Turn Off Cell Phones)*

### **II. APPROVAL OF MINUTES**

The Board of Directors will review, amend, and approve the prior month's meeting Minutes

- a. Regular Meeting of February 20, 2025 – Action item – Attached

### **III. CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If the Board or the public desires discussion, that item will be removed from the Consent Calendar and will be considered separately.*

- a. Ratification of Checks and Payroll Issued February 2025

### **IV. PUBLIC COMMENT**

- a. *Citizen Business/Oral and Written Communications on items not appearing on this agenda. Residents are advised to limit discussion to one presentation per individual. Please observe the time limit of 3 minutes.*

Please fill out a BMKCSO Public Comment Sign-In Card and present it to the Clerk. Note: Any item raised by a member of the public, which does not appear on the agenda, but which may require Board action shall be referred to the District Staff for investigation and disposition – unless the item requires emergency action by the Board or the need to take such action arose after the posting of the agenda within the meaning of Cal. G.C. §54954.2(b).

- b. Correspondence and/or Presentations

**V. ADMINISTRATIVE COMMUNICATIONS**

- a. District Manager's Report
  - 1. Financial
    - a. Bank of Marin – Closed compromised Measure D Checking account and opened new Measure D Checking account
    - b. Fraudulent check update – Mail was stolen from recipients' office park mail box. Check was altered and deposited. MCSO is investigating.
    - c. Resolution 25.03 – Wells Fargo Bank – VOID resolution. Researching other Institutions for Measure G fund account
  - 2. Operations
    - a. Petty Cash – VOID resolution 25.02 - Item was not discussed in February meeting. Keep petty cash funds at \$50.00. Depositing \$205.11 into operations savings account
    - b. Maintenance projects completed:
      - 1. Sound system – purchased a new receiver
      - 2. Restaurant Repair – Serviced ice machine, refrigerator, freezer
      - 3. Roy's Sewer Service – Maintenance issue -cleaned out kitchen grease trap
    - c. Measure A funds – Continue to take a percentage of funds to pay for utilities, landscaping and salaries or should only be taken from Operations account
    - d. Pixie Life Chair Yoga – Resident attendance and use of Community Center. Allowing non-residents to participate.
  - 3. Calendar


March 21, 2025	Free Seminar – Prop 19 – 3:00-5:00pm
April 17, 2025	Board Meeting - 7:30pm
April 19, 2025	Easter Egg Hunt – 11:00am
May 7, 2025	First food truck night – Lotus Grill 5:00pm
June 21, 2025	Community Car Show 11:00am-3:00pm
- a. *ad hoc* Committee Reports
  - 1. Grant Writing Committee Report - Update
  - 2. BMK Community Safety Committee Report (ERT/Traffic/PGE) – Update
    - a. ERT –
    - b. Traffic –
    - c. PGE -
  - 3. Beautification Committee Report - Update
  - 4. Welcome to the Keys Committee Report -Update
  - 5. Communications Committee Report- Update
  - 6. Waterways Committee Report –Update

Resident maintenance water level drop schedule:

  - a. April 4-10 for North lagoon residents- weather permitting
  - b. April 11-17 South lagoon residents- weather permitting

**VI. STANDING COMMITTEE REPORTS A, D & G**

- a. Measure A Report– Update Meeting March 12, 2025
- b. Measure D Report – Update
  - 1. Maloney Construction – Proposal Attached -
- c. Measure G Report – Update Meeting March 16, 2025
  - a. SGH Revised February 12, 2025 Proposal -Attached

- b. Hydrology information – from Robin Lee – Attached
- c. Prioritization of Measure G repairs – from Terry Friesen - Attached

**VII. UNFINISHED BUSINESS**

- a. Fishing violation – update

**VIII. NEW BUSINESS**

- a. Election of officers
- b. Mission Statement for Board – regarding retreats
- c. Brown Act training/refresher for all board members and committee members
- d. Swim Access Initiative – Taken out of Parks Committee
- e. Purchase of BBQ grill for CSD use/rentals

**IX. PARKS AND OPEN SPACE**

- a. BMKCSD Park Survey - Update

**X. ITEMS OF COMMUNITY INTERESTS**

- a. Refuge – Update
- b. SCC – Update
- c. Pattern Energy – Update – Moratorium updates
- d. Novato Creek Baylands Strategy – Update
- e. Cal Trans – Highway 37 project - Update

**XI. FUTURE AGENDA ITEMS**

**XII. ADJOURNMENT**

All matters before the Board are being addressed – motion to adjourn.

Next regular meeting: April 17, 2025

**Certificate of Posting**

I declare under penalty of perjury under the laws of the State of California, that I am employed by the Bel Marin Keys Community Services District, and that I caused this Notice & Agenda to be posted on the District's website ([www.bmkcsd.us](http://www.bmkcsd.us)), as well as on the interior and exterior bulletin boards located at the District Office, 4 Montego Key, Novato, California, on the date reflected below.

  
\_\_\_\_\_  
Lisa Lue, Board Clerk

March 14, 2025

# **Bel Marin Keys Community Services District**

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## **March 20, 2025 Regular Board Meeting**

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# Bel Marin Keys Community Services District

4 Montego Key  
Novato, CA 94949

Office: 415.883.4222  
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## MINUTES REGULAR BOARD MEETING February 20, 2025 BMKCS D Community Center

### Board Members

Mercy Angelopulos  
Vince Lattanzio

Cheryl Furst  
Steve Nash

Natalia Shorten

### I. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

The Agenda for this meeting was posted/published on February 14, 2025. President Lattanzio called the Regular Board Meeting to order at 7:30pm and called roll. The directors present along with Vince Lattanzio were, Steve Nash, Mercy Angelopulos, Cheryl Furst and Natalia Shorten. A quorum was established, and the pledge of allegiance was recited. Minutes conducted by Board Clerk, Lisa Lue

### II. APPROVAL OF MINUTES

Motion to approve January 16, 2025 Minutes

Moved by Director: Lattanzio; Seconded by Director Furst

Director Vote: 5 Ayes

Motion Carried

### III. CONSENT CALENDAR

Motion to approve Ratification of checks and payroll issued- January

Motion to approve Ratification of checks and payroll issued

Moved by Director: Lattanzio; Seconded by Director Angelopulos

Director Vote: 5 Ayes

Motion Carried

### IV. PUBLIC COMMENT

**Resident M. Alberigi** – Cares deeply for BMK. Has concerns regarding transparency, deferred maintenance and false information Requests the board make a motion to stop all expenditures and projects that can be paused and an investigation by the County to ensure all policies/procedures are being followed and elections for new officers.

**Correspondence from Resident K. O’Haire** – Measure A fund audit- Sunset Park was never applied for until December 10, 2024. Residents are scared to attend meetings-fear of being attacked. Requests Director Lattanzio to step down.

**Correspondence from Resident B. Panico** – Sunset Park petition list was not presented at December board meeting -questioning validity. Sunset Park is not an appropriate place for the proposed community beach. An alternative site should be explored.

**Correspondence from Resident M. Alberigi** – Objects to the January 16, 2025, Board Meeting Minutes. Supporters list was not presented at the December CSD meeting. Objects to the validity of the list of Beach Park supporters collected by the Parks Committee.

**ZOOM** – eleven guests

- V. ZOOM PRESENTATION – **Streamline** – Web Host Jacob Erickson – Update for BMKCS D Webpage. Only work with Districts and preferred vendor by CSDA. Transparency, Brown Act, and ADA compliance requirements are taken care of on this website in a timely manner, in real time and easy for the Board and staff to enter information. State and Federal legislature regarding ADA.

Sixty to Ninety days for initial build -migration, editing, refitting, and recreating all the content - cost \$1,300.00. Maintenance a month is \$350.00 a month. With modules the monthly fee will increase to \$500.00. Storage is through Amazon web. The board would like to see the local districts they assist.

## **VI. GARDENS - HOA**

a. Update – Attached MOU and letter to surrounding residents

b. Aylene Lambert, Garden's HOA President – Presentation/Drawings

**Resident A. Lambert**, President of Garden's HOA – 30 units -discussed the need for swimming platform behind Garden's Condos with a solution for a safe and equitable access to the South lagoon. Spoke of Measure G votes and getting grant money to pay for docks. Asking for two docks would be happy with one dock. Easements for homes on the lagoon are 50 ft. Asking for 25 ft dock easement. Lambert's goal is to have an open forum tonight.

**Response from Director Lattanzio** – Measure G meeting, Gardens was asked what their interest are and one thing that came up was access to lagoon. An easement was offered and required to build in that area. MOU states Gardens build the dock, own the dock, and maintain the dock. Gardens does not want to offer access to anyone outside of Gardens HOA.

**Resident A. Lambert** reiterates there was not a direct offer made but talks about communities and impact on access to the lagoon and grant money available for the docks. Grant required public access and CSD was turned away for funding. Gardens own Hudson Park dock and is under-utilized. Gardens is a swimming and non-motorized boat community.

**Resident Comments** – 6 Ayes – community access, safety for elderly and children, easement  
10 Nays – risk and liability, no notification, greenbelt left as is, little access for boats to turn around

Motion to table for more time to re-examine new information

Moved by Director: Nash; Seconded by Director Angelopulos

Director Vote: 5 Ayes

Motion Carried - **TABLED**

## **VII. ADMINISTRATIVE COMMUNICATIONS**

District Manager's Report

1. Financial

a. Bank of Marin – Account Balances – Credit Card accounts now linked to QuickBooks

b. Resolution 25.01 – Removal of Chris Fehring's name from Bank of Marin -

Motion to approve resolution removing Chris Fehring from Bank of Marin signature card

Moved by Director: Lattanzio; Seconded by Director Furst

Director Vote: 5 Ayes

Motion Carried

c. Resolution 25.03 – Wells Fargo Bank – Approval of moving Measure G fund accounts to Wells Fargo Bank

Motion to approve resolution to move Measure G fund account to Wells Fargo Bank

Moved by Director: Lattanzio; Seconded by Director Nash

Director Vote: 5 Ayes

Motion Carried

d. Check written to Jessica Donald on February 21, 2024 – Should have been made payable to JDH Corrosion. Past DM did not void check and recipient cashed check. A letter was sent to Donald regarding W-9. No evidence of her being a vendor for BMKCSD. – Director Nash to investigate further

2. Operations

a. As of February 1, 2025, Brian Clark, Waterways/Maintenance Manager, received a merit raise. Lisa Lue has accepted the District Manager position

b. Review of Zoom attendance – Zoom Pro is approximately \$16.00 plus tax per month. purchase a laptop and camera. – Attendance over four months  
September 9, October 10, November 6, Town Hall 10, December 35, January 4.

Public access is important, cost is minimal. CSD purchased Zoom for one year \$159.00. \*note\*Does not include more than one administrative user. Sound system is being diagnosed with SoundDesign.

Motion to approve Zoom/office equipment for CSD not to exceed \$1,500.00

Moved by Director: Lattanzio; Seconded by Director Shorten

Directors Vote: 5 AYES

Motion Carried

- c. Marin County Counsel Invoice for services - **\$1,558.25 OPS, \$338.75 Measure G = \$1,897.00** paid
- d. BKK Invoice for services (insurance for clubs/employment status)- **\$907.50 OPS** paid
- e. Petty Cash Resolution– Dissolve Petty Cash Fund - Discussion – Action item \*item was not discussed\*
- f. BMKCSO Accounting Policies and Procedures Manual 2014 – Needs updating Lisa will mark up the document first and submit it to the board for a review March 20, 2025 BOD meeting **TABLED**
- g. Scanning project – In house documentation scanning from Xerox to computer and stored on thumb drive – Scan to One Drive with CSD control
- h. Pixie Life – extended pilot program until end of April. No charge for residents attending class on Mondays 2:30-3:30pm. This is a Community event. No rental charge for Pixie Life. A request was made to post on the marquee once in awhile. Suggests she put a sign in the median
- i. Restaurant Repair – Left side oven inoperable. Estimate **\$1,248.52**. Repaired and paid

3. Calendar

February 25, 2025	Deadline for submissions for N2N
February 28, 2025	Potluck for Mail Carrier Dino 3:30-6:30pm
March 20, 2025	Board Meeting 7:30pm
March 21, 2025	Free Seminar-Prop 19 3:00-5:00pm
May 7, 2025	First food truck night – Lotus Grill
*Corrected date* June 21, 2025	Community Car Show 11:00am-3:00pm

a. ad hoc Committee Reports

a. *ad hoc* Committee Reports

- 1. Grant Writing Committee Report – No update
- 2. BMK Community Safety Committee Report (ERT/Traffic/PGE) –
  - a. Update Traffic Meeting February 18, 2025 Meeting – 2023 Survey and Traffic improvement priority list sent to DPW Director. DPW does research on reported accidents and compiles reports and then moves forward with their findings. Community will be involved in decisions.
  - b. Update ERT Meeting – Opened Community Center during Tsunami, During rain/wind storms opened as well. During debriefing, the Committee is in good shape. Director Lattanzio thanks to Director Nash and Brian Clark for cleaning up debris on the roadway and waterways. Community heroes. Two storm drains clogged and flooded three streets. Emergency call to Roy’s Sewer service and they cleared the clogged drains. Will work with DPW, Supervisor Eric Lucan to find who is responsible for maintenance
- 3. Beautification Committee Report – Proposal from Brightview for plants **\$364.61** Met with Alejandro -cars driven in plant area. Look into boulders or rocks for a barrier. Last year’s planting \$136.00, after Director Furst donated \$1,000 to the Beautification Committee Plant ten plants in the first or second week in March. Would like approval to plant on the island. Will submit the cost of plants. Budget is \$500.
- 4. Welcome to the Keys Committee Report -No update Meeting scheduled for early March

5. Communications Committee – Update Meeting February 12, 2025 – Minutes attached  
 Web host information – Entertaining two website hosts- Streamline  
 \$1,300/\$350 monthly or \$500 with staff module. Flexible and  
 works with other CSDA. Civic Plus -Much fancier -\$6,000 for main module.  
 Easy to navigate. Can accept rental payment online. 90 days to set up  
 The board would like to see information on other vendor. Director Furst to send  
 link to directors. Would like to have a presentation from Civic Plus.  
 b. Office policies and procedures – Binder is in the office with all policies  
 c. Transparency/Governance Checklist – Director Shorten covered this under  
 Director’s report

**Resident M. Alberigi** – Would like marquee listings to be clearer with less abbreviations.  
 Committee meetings would like to see meetings at CSD to include everyone  
 and posted.

6. Parks Committee – No update
  - a. Residents questioning validity of petition signers for Sunset Park/Beach-  
 Attachment – TypeForm website survey and change.org. Petitions  
 submitted to CSD in the past were accepted with no questions asked. What are  
 the policy and procedures for submission. Submitted petition late and  
 was not in the board packet, but on the table at meeting. Audience members  
 state they did not receive Parks flyer on Bahama Reef

**Resident M. Alberigi** – Addresses the petition and including children on it,  
 that was not part of the December board packet and the minutes are incorrect.

Motion to remove petition from January 16, 2025 board minutes and petition was received in February  
 20, 2025 minutes\*Motion was not completed\*

Motion to move Parks Committee to standing committee to be in compliance with the Brown Act

Moved by Director: Nash; Seconded by Director Angelopulos

Directors Vote: 5 AYES

Motion Carried

7. Waterways Committee –Update Meeting February 6, 2025
  - a. Map rules – Update Simplify and clarify the rules for boating,  
 swimming and general rules for waterways map. The cost is \$2,000. Received  
 advertising money to cover the costs related to waterways community.

Motion to approve map and waterways rules

Moved by Director: Lattanzio; Seconded by Director Shorten

Directors Vote: 5 AYES

Motion Carried

- b. Access card application – New form for boat ramp cards. Residents will be  
 issued a number for the street they live on and a number for the application.  
 Example BMK Blvd street number 1 and application number 1. Your number  
 Will be 1-1. This will be displayed on your boat, trailer, kayak, canoe, etc.  
 CSD will provide decals and will give CSD a way to return your lost items  
 Protecting your private information. Trailers and boats, parked in BMK  
 Illegally (no CSD number displayed)we will call to have towed.  
 Rules and education programs for the community. Map will show ski zones and  
 speed limit and no wake zones. Enforcement is needed. Rules need to be added  
 to codified by the Board of Supervisors. No anchoring in ski zone due to  
 aerator systems and long tubes in lagoons. Considering few anchoring buoy

## **VIII. STANDING COMMITTEE REPORTS D & G**

- a. Measure G – Update
  1. Hydrology information – Update – email from Robin Lee. Responded to initial  
 Proposal and waiting for price.
- b. Measure D - Marine Maintenance Waterways
  1. SGH Engineering Proposal February 5, 2025- Discussion – T&M estimate \$15,000.00



Adding pipe between North and South to release water and improved waterway release  
Overflow on the South lagoon

Motion to approve SGH February 5, 2025 estimate \$15,000.00

Moved by Director: Lattanzio; Seconded for discussion only by Director Nash

Seconded by Director Furst

Directors Vote: 5 AYES

Motion Carried

2. SGH Deficiency repairs Proposal February 12, 2025 – Discussion - Fixed fee  
**\$53,000.00** – Amount has been adjusted, but not re-submitted

Adding pipe between North and South to release water and improved waterway release  
Overflow on the South lagoon **TABLED**

Measure G next meeting March 16, 2025 1:00pm to 3:00pm at CSD

#### **IX. UNFINISHED BUSINESS**

#### **X. NEW BUSINESS**

- a. Fishing violations – Information from resident Kelly O’Haire – Attachment – Letter sent to Fish and Wildlife Patrol Lieutenant – Director Nash will follow up and make a call to the Sheriff Scardina.

#### **XI. PARKS AND OPEN SPACE**

- a. BMKCS D Park Survey – Two park surveys. One from the park committee and one from a survey of 2015. Lisa Lue mentions Montego Park and irrigation repair to be removed from survey. These are CSD repairs. Missing parks-Caribe North and Bahama Reef. Director Shorten responds for the Park Committee trying to capture items that need to be done. Director Angelopoulos questions a list of choices for the survey. Director Nash would like it condensed and paper option, residents might not like QR code option.  
2015 Park survey – Much more simplified and can add what is most important.

A park map is needed. Update the landscaper’s map and highlight the parks.

**Resident comment** – The survey should be objective and strike the word equity. Would like to see more information and mailed to residents.

**TABLED**

#### **XII. ITEMS OF COMMUNITY INTERESTS**

- a. Refuge– No update
- b. SCC – Follow up on transfer of South levee at February meeting
  1. Pattern Energy – Purchased Leveroni property. Would like the board’s authorization to set up a meeting with the CEO of Pattern Energy, Barbara Salzman and Audubon Society requesting they donate or sell land to Audubon Society for restoration
  2. Refuge Permission for Director Lattanzio to speak with Pattern Energy and approve letter to Damon Connelly – Letter of support Approved and sent
  3. Moss Landing Power Plant – Attached news article
  4. Write a support letter from BMKCS D regarding Bill #303 – Request Assemblywoman Addis to lower the 200 MWh to 1 MWh - BMK respectfully requests a change to MWh. Assembly Addis proposed legislation to limit the placement of lithium battery storage facilities near any community
- c. Novato Creek Baylands Strategy – Dredging of creek high priority.
- d. Cal Trans – Highway 37 project – No update

#### **XIII. FUTURE AGENDA ITEMS**

**XIV. ADJOURNMENT**

All matters before the Board are being addressed – motion to adjourn.

Motion to adjourn 11:37pm

Moved by Director: Lattanzio; Seconded by Director Furst

Director Vote: 5

Motion Carried

Next regular meeting: March 20, 2025

**Certificate of Posting**

I declare under penalty of perjury under the laws of the State of California that I am employed by the Bel Marin Keys Community Services District, and that I caused this Notice & Agenda to be posted on the District's website ([www.bmkcsd.us](http://www.bmkcsd.us)), as well as on the interior and exterior bulletin boards located at the District Office, 4 Montego Key, Novato, California, on the date reflected below.

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Lisa Lue, Board Clerk

March 14, 2025



4 Montego Key  
Novato, CA 94949  
415-883-4222  
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**RATIFICATION OF WARRANTS AND PAYROLL  
FOR THE REGULAR MEETING OF March 20, 2025**

In accordance with Government Code §37208, ratification of the following warrant amounts is presented to the Bel Marin Keys Community Services District Board of Directors:

Regular Payable Checks:	\$ 44,419.43
Payroll Checks:	\$ 14,691.00

**Total Disbursements: \$ 59,110.43**

All individual warrants and warrant registers are available for review by the Board Members and the public upon request. Payroll registers are confidential and not available for individual review in accordance with State Law.

The necessary internal controls are in place to safeguard the District's conformance with Generally Accepted Accounting Principles, sound business practices and prudent budgetary principles. Payroll documents and warrants invoices have been reviewed and approved by the District Manager before payment.

Lisa Lue, Board Clerk

March 11, 2025

**BMKCSD - Checking Accounts February 1, 2025 to February 28, 2025**

<b>Account</b>	<b>Date</b>	<b>Trans Ty#</b>	<b>Name</b>	<b>Memo/Description</b>	<b>Amount</b>
Operating Account - 5682	2/25/2025	Check 1905	RBA Bookkeeping Services		3,179.82
Operating Account - 5682	2/25/2025	Check 1904	Cheryl Furst	Reimbursement plants from 2024	183.70
Operating Account - 5682	2/25/2025	Check 1903	Cintas Corp		158.19
Operating Account - 5682	2/25/2025	Check 1902	Roy's Sewer Service	Emergency storm drain cleaning	2,000.00
Operating Account - 5682	2/25/2025	Check 1901	DC Electric	February Street lights	139.68
Operating Account - 5682	2/21/2025	Check 5	DC Electric	Street Lights	255.71
Operating Account - 5682	2/18/2025	Check 1900	Marin County Registrar of Voters	November 5, 2025 election	1,808.77
Operating Account - 5682	2/18/2025	Check 1899	Restaurant Repair	Left oven diagnostic	200.00
Operating Account - 5682	2/18/2025	Check 1898	Natalia Shorten	Dir Fee	100.00

Operating Account - 5682	2/18/2025	Check	1897	Vince Lattanzio	Dir Fee	100.00
Operating Account - 5682	2/18/2025	Check	1895	Steve Nash	Dir Fee	100.00
Operating Account - 5682	2/18/2025	Check	3	Mercy Angelopoulos	Dir Fee	100.00
Operating Account - 5682	2/18/2025	Check	1	Cheryl Furst	Dir Fee	100.00
Operating Account - 5682	2/11/2025	Check	1893	First Citizen Bank		482.82
Operating Account - 5682	2/11/2025	Check	1892	Best Best & Krieger	Legal fees	907.50
Operating Account - 5682	2/11/2025	Check	1891	RBA Bookkeeping Services		856.25
Operating Account - 5682	2/11/2025	Check	1890	A&P Moving		73.20
Operating Account - 5682	2/11/2025	Check	1889	Jessica Pumpa		500.00
Operating Account - 5682	2/11/2025	Check	1888	County of Marin -Community Developrn Food Facility Fee		1,317.00
Operating Account - 5682	2/11/2025	Check	1887	BrightView		6,920.01

Operating Account - 5682	2/11/2025	Check	1886	Orkin	87.00
Operating Account - 5682	2/11/2025	Check	1885	Alhambra	12.99
Operating Account - 5682	2/11/2025	Check	1884	One Stop Maintenance	1,075.00
Operating Account - 5682	2/11/2025	Check	1883	AT&T	132.31
Operating Account - 5682	2/4/2025	Check	1882	Marin County Counsel	1,558.25
Operating Account - 5682	2/4/2025	Check	1881	RBA Bookkeeping Services	479.24
Operating Account - 5682	2/4/2025	Check	1880	Cintas Corp	235.80
Operating Account - 5682	2/4/2025	Check	1879	Orkin	87.00
Operating Account - 5682	2/4/2025	Check	1878	Natalia Shorten	500.00
Measure D	2/25/2025	Check	2	Aquafix	19,376.08

Checking - 7609

Measure							
D	2/25/2025	Check	1	Cal West Rentals	DMMS brush clearing	464.00	
Checking - 7609							
Measure							
D	2/18/2025	Check	3	AT&T	Dolphin	207.17	
Checking - 7609							
Measure							
D	2/18/2025	Check	2	AT&T	Calypso	207.17	
Checking - 7609							
Measure							
D	2/18/2025	Check	1	AT&T	Bahama	196.77	
Checking - 7609							
Measure							
D	2/11/2025	Check	1	Napa Solano Public Health Lab		318.00	
Checking - 7609							

# DEPARTMENT SUMMARY

0083 1308-1638 Bel Marin Keys C S D

CHECK DATE	HOURS				EARNINGS				TOTAL
	REG	OT	VAC	HOL	SICK	COMM	BONUS	ALL OTHER EARNINGS	
02/14/25	70.00							7,238.66	7,238.66
02/28/25	19.00							7,452.34	7,452.34
MTD (FEB)	89.00							14,691.00	
QTD (Q1)	360.50	6.50	32.00	32.00	6.00			32,555.60	156.00
YTD (2025)	360.50	6.50	32.00	32.00	6.00			32,555.60	156.00

REIMBURSEMENTS & OTHER PAYMENTS

CHECK DATE	EXP REIMS		OWNER DRAW		401K ER		OTHER ITEMS (DO NOT INCREASE NET PAY)		TOTAL
	1099-MISC	NON TAX			MATCH	SIMPLE IRA	ER	QSENRA-MEMO	
02/14/25	276.26							193.96	M276.26
02/28/25	276.26							208.75	M276.26
MTD (FEB)	552.52							402.71	M552.52
QTD (Q1)	1,361.18							950.69	M1,361.18
YTD (2025)	1,361.18							950.69	M1,361.18

EMPLOYEE WITHHOLDINGS

CHECK DATE	SOC SEC		MEDICARE		FED INCOME TAX		STATE INCOME TAX		LOCAL INCOME TAX		LOCAL INCOME TAX		ALL OTHER WITHHOLDINGS		TOTAL
	SEC	EE	SEC	EE	TAX	TAX	TAX	TAX	TAX	TAX	TAX	TAX	TAX	TAX	
02/14/25	448.80	104.96	553.94	CA	234.67								86.87	1,429.24	
02/28/25	462.05	108.06	648.95	CA	285.97								89.43	1,574.46	
MTD (FEB)	910.85	213.02	1,202.89	CA	500.64								176.30	3,003.70	
QTD (Q1)	2,190.91	512.39	2,860.00	ALL	1,191.90								424.07	7,179.27	
YTD (2025)	2,190.91	512.39	2,860.00	ALL	1,191.90								424.07	7,179.27	

EMPLOYEE DEDUCTIONS

CHECK DATE	401K EE		SIMPLE IRA		PRETAX		ALL OTHER DEDUCTIONS		TOTAL
	EE	EE	IRA	IRA	EE	EE	ALL OTHER		
02/14/25	771.26							771.26	
02/28/25	832.08							832.08	
MTD (FEB)	1,603.34							1,603.34	
QTD (Q1)	2,807.57							2,807.57	
YTD (2025)	2,807.57							2,807.57	

EMPLOYER LIABILITIES

CHECK DATE	SOC SEC		MEDICARE		UNEMPLOY		FEDERAL LIABILITY		NET PAY	
	SEC	EE	SEC	EE	UNEMPLOY	UNEMPLOY	TOTAL	CHECK DATE	TOTAL 941 TAX LIABILITY	NET PAY
02/14/25	448.80	104.96	4.84	CA	11.60	1.5%	570.77	02/14/25	1,661.46	5,314.42
02/28/25	462.04	108.06	2.96	CA	7.41	1.5%	580.96	02/28/25	1,789.16	5,322.06
MTD (FEB)	910.84	213.02	7.80	CA	19.01		1,151.73	MTD (FEB)	3,450.62	10,636.48
QTD (Q1)	2,190.92	512.40	105.88	ALL	264.73		3,091.60	QTD (Q1)	8,266.62	26,711.44
YTD (2025)	2,190.92	512.40	105.88	ALL	264.73		3,091.60	YTD (2025)	8,266.62	26,711.44

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# DEPARTMENT SUMMARY

0083 1308-1638 Bel Marin Keys C S D

CHECK DATE	REG				HOURS				EARNINGS				TOTAL	
	REG	OT	VAC	HOL	SICK	ALL OTHER HOURS	REG	OT	VAC	HOL	SICK	BONUS		COMM
03/14/25	39.00						7,972.34							7,972.34
MTD (MAR)	39.00						7,972.34							7,972.34
QTD (Q1)	389.50	6.50	32.00	32.00	6.00		40,527.94	347.10	1,139.20	1,139.20	156.00			43,309.44
YTD (2025)	389.50	6.50	32.00	32.00	6.00		40,527.94	347.10	1,139.20	1,139.20	156.00			43,309.44

CHECK DATE	REIMBURSEMENTS & OTHER PAYMENTS		401K ER		MATCH SIMPLE IRA ER QSEHRA-MEMO		OTHER ITEMS (DO NOT INCREASE NET PAY)		TOTAL
	EXP REIMB NON TAX	1099-MISC	OWNER DRAW	TOTAL	401K ER	MATCH	OTHER ITEMS		
03/14/25	276.26			276.26			208.75	M276.26	
MTD (MAR)	276.26			276.26			208.75	M276.26	
QTD (Q1)	1,637.44			1,637.44			1,159.44	M1,637.44	
YTD (2025)	1,637.44			1,637.44			1,159.44	M1,637.44	

CHECK DATE	EMPLOYEE WITHHOLDINGS		STATE INCOME TAX		LOCAL INCOME TAX		ALL OTHER WITHHOLDINGS		TOTAL
	SOC SEC	MEDICARE	FED INCOME TAX	TAX	LOCAL INCOME TAX	TAX	ALL OTHER WITHHOLDINGS		
03/14/25	494.27	115.60	648.96	278.27			95.67	1,632.76	
MTD (MAR)	494.27	115.60	648.96	278.27			95.67	1,632.76	
QTD (Q1)	2,685.18	627.99	3,508.96	1,470.17			519.74	8,812.03	
YTD (2025)	2,685.18	627.99	3,508.96	1,470.17			519.74	8,812.03	

CHECK DATE	EMPLOYEE DEDUCTIONS		401K EE		SIMPLE IRA EE		PREYAX		TOTAL
	SOC SEC	MEDICARE	FED UNEMPLOY	STATE UNEMPLOYMENT (SUI)	SUI RATE	ALL OTHER LIABILITIES	TOTAL CHECK DATE		
03/14/25	832.08	115.60	6.08	1521	1.5%	1.01	632.18	832.08	
MTD (MAR)	832.08	115.60	6.08	1521	1.5%	1.01	632.18	832.08	
QTD (Q1)	3,639.65	628.00	111.96	279.94		18.68	3,723.78	3,639.65	
YTD (2025)	3,639.65	628.00	111.96	279.94		18.68	3,723.78	3,639.65	

CHECK DATE	EMPLOYER LIABILITIES		FEDERAL LIABILITY		TOTAL 941 TAX LIABILITY		NET PAY
	SOC SEC	MEDICARE	FED UNEMPLOY	STATE UNEMPLOYMENT (SUI)	TOTAL CHECK DATE	TOTAL 941 TAX LIABILITY	
03/14/25	494.28	115.60	6.08	1521	632.18	1,868.70	5,783.76
MTD (MAR)	494.28	115.60	6.08	1521	632.18	1,868.70	5,783.76
QTD (Q1)	2,685.20	628.00	111.96	279.94	3,723.78	10,135.32	32,495.20
YTD (2025)	2,685.20	628.00	111.96	279.94	3,723.78	10,135.32	32,495.20

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0083 1308-1638 Bel Marin Keys C S D  
Run Date 03/10/25 04:44 PM

Period Start - End Date 02/22/25 - 03/07/25  
Check Date 03/14/25

Department Summary  
Page 1 of 1  
DEPTSUM



## ACCOUNTS



### Bank of Marin Waterways Checking -07609

Current Balance  
Available Balance

**\$1,342.42**  
**\$469,286.41**

### Bank of Marin Measure A Checking -15586

Current Balance  
Available Balance

**\$49,830.42**  
**\$49,830.42**

### Bank of Marin PUBLIC FUNDS -42715

Current Balance  
Available Balance

**\$0.00**  
**\$0.00**

### Bank of Marin Operations Checking -75682

Current Balance  
Available Balance

**\$33,759.45**  
**\$33,759.45**

### Bank of Marin Measure G -83912

Current Balance  
Available Balance

**\$10,199.14**  
**\$10,199.14**

### Bank of Marin Operations Savings -07191

Current Balance  
Available Balance

**\$2,394,145.24**  
**\$2,394,145.24**

Bank of Marin Waterways Savings -10195

Current Balance  
Available Balance

**\$467,943.99**  
**\$467,943.99**

Bank of Marin Measure D Reserves 14155 -14155

Current Balance  
Available Balance

**\$876.87**  
**\$876.87**

Bank of Marin Measure G Savings -37296

Current Balance  
Available Balance

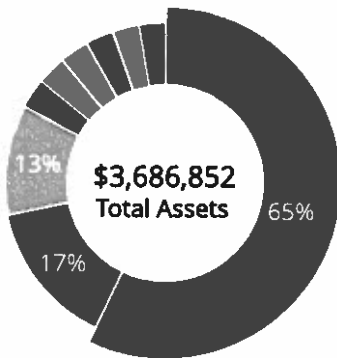
**\$615,783.41**  
**\$615,783.41**

Bank of Marin Measure A Savings -38521

Current Balance  
Available Balance

**\$112,971.55**  
**\$112,971.55**

## ASSET SUMMARY



### Operations Savings

XXXXX07191

64.94%

Current Balance  
Available Balance

**\$2,394,145.24**  
**\$2,394,145.24**



# Bel Marin Keys Community Services District

## BOARD OF DIRECTORS OF THE BEL MARIN KEYS COMMUNITY SERVICES DISTRICT

### RESOLUTION NO. 25-03

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF BEL MARIN KEYS COMMUNITY SERVICES DISTRICT OPENING A WELLS FARGO BROKER LIQUID DEPOSIT (BLD) ACCOUNT FOR MEASURE G FUNDING

**WHEREAS**, the Bel Marin Keys Community Services District shall continue to operate and provide services to its community:

**WHEREAS**, in the interest of the Community, situated funds shall accrue in a Broker Liquid Deposit (BLD) account for economical operation of the District, and

**WHEREAS**, controlling authority requires the separation of such funds:

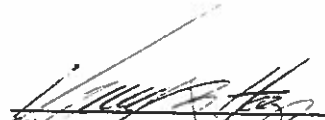
**NOW THEREFORE, IT IS HEREBY RESOLVED**, that the Board of Directors of the Bel Marin Keys Community Services District, does hereby determine and approve:

1. The above recitals are true and correct.
2. A broker liquid deposit (BLD) account is opened at Wells Fargo Bank for Measure G funds.
3. Funds, designated solely for Measure G purposes, be deposited, transferred, and maintained in said broker liquid deposit(BLD) account, reserved for such specific purposes.
4. When obligations are due for payment and there are sufficient funds in the account so designated to pay such obligations, the District Manager may cause payment thereof to be made from this account, and transfer funds between accounts to ensure sufficient funding.

**PASSED, ADOPTED and APPROVED** this February 20, 2025, by the following vote:

AYES:            NAYS:            ABSTAIN:        ABSENT:

**IT IS SO ORDERED.**

  
 \_\_\_\_\_  
 Vince Lattanzio, President  
 Board of Directors

Attest:   13    
 \_\_\_\_\_  
 Lisa Lue  
 Clerk of the Board



# Bel Marin Keys Community Services District

## BEL MARIN KEYS COMMUNITY SERVICES DISTRICT RESOLUTION NO. 2025-02

### **RESOLUTION TO DISOLVE THE PETTY CASH FUND FOR BEL MARIN KEYS COMMUNITY SERVICE DISTRICT**

**WHEREAS**, Bel Marin Keys Community Services District has determined that the existing petty cash fund is no longer necessary for day-to-day operations.

**WHEREAS**, Bel Marin Keys Community Services District no longer has a need for a petty cash fund.

**WHEREAS**, Bel Marin Keys Community Services District Manager and Waterways Manager have district issued credit cards and/or spending accounts on file at select vendors.

**NOW THEREFORE, BE RESOLVED** that the petty cash fund is hereby dissolved, with a current balance of \$255.11;

- The District Manager shall collect all remaining cash from the petty cash envelope and deposit it into Bel Marin Keys Community Services District general operating account.
- The District Manager shall record a QuickBooks entry to reflect the closure of the petty cash fund account.

PASSED, ADOPTED and APPROVED this 20<sup>th</sup> day of February 2025, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

IT IS SO ORDERED.

\_\_\_\_\_  
Vince Lattanzio, President Board of Directors

Attest: \_\_\_\_\_

Lisa Lue  
Clerk of the Board

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**CERTIFICATION**

I, Lisa Lue, Board Clerk of the Bel Marin Keys Community Services District, Novato, California, hereby certify that the foregoing Resolution No. 25-02 is a full, correct and true copy of the Resolution passed by the Board of Directors of Bel Marin Keys Community Services District, Novato, California, at a regular meeting held on the 20<sup>th</sup> of February, 2025, and I further certify that said Resolution is in full force and effect.

---

Lisa Lue, Clerk of the Board

Thank you for sharing! ~~Is this open to all Marin seniors?~~ Where exactly at Bel Marin Keys is this? And does it cost anything? I want to show my grandma and try to convince her to give this a try!! Thank you!

Like Reply Share



Adriana Booth Author · Bel Marin Keys · 1w

**Anna** hi there! This is Adriana. Thank you for checking in with us. We are hosting classes at the yacht club at 4 Montego Key Way in Novato at 2:30 every Monday. It is a chair-based program so it's appropriate for people with limited mobility and it's a really fun group of people! ~~Right now, the class is free, however, we do accept tips.~~ We love all we do, and we love our seniors, and I can tell you from personal experience that watching people go from having no mobility to having a little bit of a rosy cheeks in a smile, and doing things I didn't think they could do, just makes me feel really good inside. ~~You're welcome to join her as well.~~ We do offer complimentary classes for caregivers as well. Please feel free to give me a call if you have any other questions at 415-717-9441

Like Reply Share



1



Anna Bakhmatova · McKeon Ct · 1w

**Adriana** oh wow, how amazing!!!! I love my grandparents very very much. Maybe I can get my grandma to come check out a class, and see for herself that it might be worth it for her to try and convince my stubborn grandpa to go, to improve his mobility, which he drastically needs! Thank you so much for doing this incredible service for our elderly community!! I might actually take you up on the caregiver class, as well!!! Thank you!

Like Reply Share



Adriana Booth Author · Bel Marin Keys · 1w

**Anna** please let her know that we do have a number of elderly couples that come together. And they report why does significant improvement in mobility just after the first class.

Like Reply Share

03-08-25

EVERYONE WELCOME

# NOVATO NEWS

## PIXIEPULZ LOVES SENIORS • OFFERS FREE CLASSES

### **FUN SENIOR FITNESS**

Step into the vibrant senior fitness movement that is enchanting the United States, beginning right here in the charming Novato, California! You know the age-old adage: if you don't use it, you'll lose it. PixiePulz has conjured the perfect blend of joy and vitality through delightful and gentle fitness classes designed for those aged 55 and above, using a CHAIR for Stability. This magical experience melds yoga, Pilates, tai chi, and the nostalgia of old-school aerobics, with an emphasis on breathing and posture @ flexibility @ strengthening. Prepare to leave with rosy cheeks aglow and a smile gracing your lips. Join us every Monday at 2:30 PM at the Bel Marin Keys Yacht Club, located at 4 Montego Key Way. Who is ready to embark on this enchanting journey?



*You're stronger than you think*

Please join us at 2:30 PM every Monday at 4 Montego Key Way. Bring your water bottle and wear comfortable clothing. We look forward to seeing you soon. call 415-717-9441 or register at [www.PixiePulz.com](http://www.PixiePulz.com)

[www.PixiePulz.com](http://www.PixiePulz.com)

Page 1

Chats

+ ^

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Maloney Construction Inc.

74 Digital Dr Ste 6 • Novato, CA 94949-5742 • Phone: 707 799-8890

Bel Marin Keys Community Service Dist.  
Cell: +14158834222

Job Address:  
4 Montego Key  
Novato, CA 94949

Print Date: 1 30-2025

## Proposal for Concrete Curtain Wall Leak Barrier

I/WE, the Owner(s) of the premises described above authorize Maloney Construction Inc, hereinafter referred to as "Contractor", to furnish all materials and labor necessary to construct and/or improve these premises according to the following terms, specifications and provisions:

**SCOPE OF WORK: Construction of Concrete Curtain Wall Leak Barrier.**  
**Build Curtain Walls that total 32' long (24' and 8') and approximately 6' tall.**

1. Break out concrete obstructions along the 24' length of wing wall and 8' on the opposite side.
2. Excavate a trench to allow for a Curtain wall to be embedded into the ground at least 3' to help prevent water transfer. All soil will remain on site and be used to back-fill once the new wall is in place.
3. Epoxy dowel rebar hooks into the existing wing wall and build a rebar reinforcing for the new wall.
4. Set forms, pour concrete, and finish the top of the wall with a slant away from the wing wall to shed standing water.
5. Remove forms and backfill soil against the new wall.
6. Remove all debris from the job site that was created by our work.

Contractor proposes to perform the above work, (subject to any additions, or deductions pursuant to authorized change orders), for the sum shown below:

TOTAL PRICE

**\$34,962**

Contractor will submit progress billings for contracted items. Payments are due upon receipt of each invoice.

**COMMENCEMENT AND COMPLETION OF WORK:**

**Material purchase/Job start \$16,500**

**Weekly progress billing \$14,962**

**Work complete \$3,500**

Commencement of work shall mean the physical delivery of materials onto the premises and/or the performance of any labor, and commencement shall be subject to delays as described in provision (6).

Approximate Start Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

**ACCEPTANCE:**

This contract is approved and accepted. I (we) understand there are no oral agreements or understandings between the parties in this contract. The written terms, provisions, plans (if any) and specifications are all part of the contract in its entirety. Any changes, additions or adjustments to this contract shall be submitted in the form of written change order only, requiring signature from both parties.

Additional provisions of this contract are listed below and may be continued on subsequent pages.

OWNER/AGENT, see the "Arbitration of Disputes" (provision 14) and the NOTICE where indicated.

Initial in the same place on EACH COPY of this contract.

Note: This contract may be withdrawn or renegotiated after 14 days from date of contract if not approved and signed by BOTH parties.

**ADDITIONAL PROVISIONS:**

*Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:*

1. Contract, Plans, Specifications, Permits and Fees...The work described in this contract shall be done according to the plans and the plan specifications (if any) except in the case of conflict when the provisions of this contract shall have control over both the plans and the plan specifications. All required building permits will be paid for by Owner and obtained by Contractor. All other charges, taxes, assessments, fees etc. of any kind whatsoever, required by any government body, utility company or the like shall be paid for by Owner.
2. Property Lines: Owner is responsible to locate and inform Contractor of the location of all property lines. At the discretion and direction of Contractor, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.
3. Installation: Owner understands that Contractor may or may not install the materials. Contractor has the right to subcontract any part of, or all of, the work herein.
4. Modification of work: Should Owner, construction lender, government body, engineer or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work, and Owner agrees to pay Contractor for any such extra work. All extra work, as well as any other modifications to the original contract, shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract, and shall be incorporated herein.
5. Owner's Responsibilities: Owner is responsible for the following:
  - (a) Access to on site water source and electrical power
  - (b) Space within the work site for temporary storage of equipment, tools and materials.

appliances, draperies, clothing, personal effects, satellite dishes, vehicles, tools, garden art, birdbaths, or garden equipment. These are examples only. The items which the owner needs to relocate and/or protect so that Contractor can perform the work in this contract are not limited to the list of examples provided. IN the event that Owner fails to relocate any items which impede the progress or performance of work, the Contractor may relocate these items as required, but in no way is Contractor responsible for damage to these Items during their relocation, nor during the performance of the work.

(d) Obtain written permission from the owner(s) of any adjacent property to which the Contractor must gain access, in the performance of work, or to reach a work area. Owner agrees to be responsible for, and to hold Contractor harmless from, any damages resulting from the use of adjacent property(ies) by Contractor.

(e) Correction of any existing defects which are discovered and/or recognized during the course of the work. Contractor shall have no liability, or responsibility for correction of any existing defects. Such defects as, but not limited to, dry rot, structural defects, code violations, pre-existing work by others, un-permitted work by others, drainage defects, or other previously unknown defects.

(f) Current, active policy of insurance for the project property, which includes adequate coverage for Fire, Course of Construction, all Physical Loss with Vandalism and Malicious Mischief, to cover a minimum of the total contract sum, *prior to and during performance of this contract*. If the project is destroyed or damaged by an accident, disaster or calamity, or by theft or vandalism, all labor and materials supplied by Contractor in reconstructing or restoring the project shall be paid for by Owner as extra work.

6. Delay: Contractor shall not be held responsible for any damage occasioned, or any added costs caused by delays resulting from work done by Owner's other subcontractors or contractors, extra work, acts of owner(s), owner's agent(s) or tenants, including failure of owner to make timely progress payments or payments for extra work, shortages of material, shortage of labor, inclement weather, Federal, state, county or regional COVID 19 related shut-downs, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

7. Surplus Materials and Salvage: Any surplus materials following completion of work are the property of Contractor, and will be removed by the same. No credit is due Owner for any surplus materials because this contract is based upon completion of specified work. Any salvage resulting from work under this contract is also the property of Contractor, and will be removed by the same.

8. Cleanup & Advertising: Upon completion of contract, following debris / surplus material removal, wherever possible, Contractor will leave premises in a neat, broom clean condition. Owner hereby grants to Contractor the right to display signs and advertise at the job site for the period of time starting at the date of signing of this contract and continuing, uninterrupted until fourteen (14) days past the date the job is completed, and payment in full has been made. Owner grants Contractor the right to publish the project street address on a "references" list given to prospective customers.

9. Unanticipated Conditions and Concealed damage: Expenses incurred because of unusual or unanticipated conditions shall be paid for by owner as extra work as specified by written change order. Conditions such as, but not limited to, ground conditions that require fill or unusually hard soil, rocky soil, or the presence or invasion of ground water. Contractor will inform Owner of any dry rot, or other deterioration or unanticipated condition which is concealed and is discovered during the course of the work. Contractor is not *responsible* for repair of any such discovered deterioration or conditions, and repairs will only be done as extra work, at additional cost, as specified in a written change order.

10. Hazardous Substances: Owner understands that Contractor is not qualified as a Hazardous Material Handler or Inspector or as a Hazardous Material Abatement contractor. Should any hazardous substances, as defined by the government, be found to be present on the premises, it is the Owners' responsibility to arrange and pay for abatement of same.

11. Right to Stop Work and to Withhold Payment on Labor and Materials: If any payment is not made to Contractor as per this contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. *Owner is responsible to verify the true amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor.* Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor, any amount greater than that exact amount actually and truly owed by Contractor to these same "suppliers", for work done or materials supplied on Owner's job.

12. Collection: Owner agrees to pay all collection fees and charges including, but not limited to, all legal and attorney fees that result should Owner default in payment of this contract. Overdue accounts are subject to interest charged at 18% per annum or at the highest rate allowed by aw.

fees, The court or arbitrator shall not be bound to award fees based on any set fee schedule, but shall if it so chooses, award the true amount of all costs, expenses and attorney fees paid or incurred.

14. Arbitration of Disputes: Any controversy or claim arising out of, or relating to this proposal/contract, or the breach thereof, shall be settled by arbitration in accordance with the applicable Construction Industry Arbitration Rules of the American Arbitration Association which are in effect at the time the demand for arbitration is filed. A judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration award shall be subject to correction and/or vacation for the reasons stated in the law. The arbitrator shall award reasonable attorney's fees and expenses to the prevailing party. After being given due notice, should any party fail to appear at, or participate in, the arbitration proceedings, the arbitrator shall make an award based upon the evidence presented by the party who appears and participates, notwithstanding Contractor's right to arbitrate. Contractor does not waive any of its lien rights.

NOTICE: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the "arbitration of disputes" provision decided by neutral arbitration as provided by law, and you are giving up any rights you might possess, to have the dispute litigated in a court of law, or jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically, included in the "arbitration of disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the applicable laws. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing, and agree to submit disputes arising out of the matters included-in the "arbitration of disputes" provision, to neutral arbitration.

I Agree to Arbitration: \_\_\_\_\_

(Initials of Owner)

I Agree to Arbitration: \_\_\_\_\_

(Initials of Owner)

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act, or omission, is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Contractors' State License Board, P.O. Box 26000, Sacramento, CA, 95826.

#### Addendum A Exclusions:

#### Standard Conditions of Quotation

The following conditions are a part of the attached proposal (or as amended herein and initialed): **WORK BY OTHERS**

1. The General Contactor shall obtain all permits, and as necessary, if any portion of our work or equipment encroaches on adjacent property or City property, shall issue all required notices and obtain necessary permission and approvals to perform the work.
2. Suitable areas to stockpile and fabricate materials and store equipment are to be made available for our use at the jobsite.
3. General contractor shall furnish all lines, grades, layout, and surveys necessary for our work.
4. All special inspections of work and testing of materials is to be performed by others.
5. Handling and removal of all materials are a result of our operations including drill spoils, waste concrete, and grout, drilling fluid, etc.
6. Conflicting utilities are to be removed and relocated by others as required. Overhead power lines or obstructions which interfere with our equipment and access are to be removed or relocated by others as required. Any potholing required is to be by others. Contacting USA is by others. We will accept no liability for the damage to any underground utility, ducts, pipelines, conduit, etc.
7. Access ramps and level breaches with adequate surfaces and slopes for track mounted and rubber tire equipment shall be provided by others at locations that will permit our access to the work. Mats, Planks, and maintenance of ramps are to be provided and maintained by others as required.

including but not limited to, removal shifting or drilling through such obstructions.

9 Removal of any shoring components and / or DE tensioning is excluded unless specifically included in our scope of work.

10. Site dewatering, pumping, and drainage to be performed by others so that our work may be done in the dry. Construction handrails, barricades, flagmen, and other traffic control devices are excluded.

11. Mass excavation is to be performed by others including the removal of all material to be plane of the back face of the wall, General contractor shall coordinate excavation with installation to prevent unsafe over-excavation and assure a continuous operation.

12 We specifically exclude any

13: Demolition work and any required bracing and/or shoring of the demolition work.

14. Effects of settlement from vibration due to heavy equipment is the responsibility of others, Vibration and settlement monitoring shall be by others Establishment of monitoring points and monitoring for lateral displacement of installed components shall be performed by others during the excavation process. Readings shall be taken at locations and intervals specified and shall be reported to MALONEY throughout the excavation process.

15 As-built and record drawings are excluded

16. Extra cost associated with performing work in contaminated or hazardous soil conditions are excluded.

17. No back charges shall be accepted by MALONEY unless properly documented and approved by MALONEY.

18. Potable water within 50ft of drilling locations at 50 gpm and city pressure to be provided by others.

19. If attendance at pre-job conference, training, or safety orientation is required, MALONEY should be reimbursed at the rate of \$95 per man hour plus expenses.

20. Cost of bonds are excluded.

21. All work not specifically mentioned in the "Scope of Work" is excluded

Maloney Construction will schedule the work upon receipt of the signed and initial acceptance of the contract.

We thank you for the opportunity to work together

**Approval Deadline:** Feb 12, 2025

I confirm that my action here represents my electronic signature and is binding.

## **Required clients**

**Bel Marin Keys Community Service Dist.**



12 February 2025  
(Revised 21 February 2025)

Mr. Vincent Lattanzio  
Bel Marin Key Community Services District  
4 Montego Key  
Novato, CA 94949

Re: Revised Proposal to Prioritize Deficiency Repairs and Provide Associated Construction Documentation for the Bel Main Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA

Dear Mr. Lattanzio:

Simpson Gumpertz & Heger Inc. (SGH) is pleased to submit this proposal to Bel Marin Keys Community Services District (BMKCSD) to develop a ~~Repair Prioritization Plan and associated Repair Construction Package~~ based on deficiencies identified in the 2024 SGH Condition Assessment Report of the BMKCSD navigation locks and associated marine infrastructure in Novato, California. This revised proposal supersedes all previous proposals for this work scope. Changes are marked by underlining or strikethrough.

This proposal is intended to provide the necessary engineering for the following:

- ~~• Provide engineering services to develop a Repair Prioritization Plan for addressing the identified deficiencies in the 2024 condition assessment report for a 5-year implementation period.~~
- Provide structural engineering design services, including providing construction documentation (Drawings & Specifications) necessary for contractor bidding, permitting, and construction for the following BMKCSD marine infrastructure:
  - North Lagoon Lock gates and supporting concrete basin
  - North Lagoon Seawalls
  - North Lagoon Flood Gates
  - North and South Lagoon Connecting Culvert
  - South Lagoon Lock gates and supporting concrete basin
  - South Lagoon Seawalls
  - South Lagoon Overflow
- Provide engineering services to explore options for restoring the mechanical and electrical operational capability of the North Lagoon Flood Gates.

- Provide engineering services to explore the feasibility of increasing the height of the existing North and South Lock Gates for additional flood mitigation capacity.

**BASIS OF PROPOSAL**

The following serves as a basis for this proposal:

- Email correspondence with Mr. Vincent Lattanzio, 14 February 2025.
- SGH presentation to BMKCSD Board, 21 November 2024.
- "Condition Assessment of the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA," prepared by Simpson Gumpertz & Heger Inc. (SGH), SGH Project No. 247232, dated 16 November 2024.
- Telephone conversation with Mr. Vincent Lattanzio, 10 October 2024.

We understand BMKCSD wants to repair deficiencies found for their marine infrastructure identified in the 2024 SGH Condition Assessment Report. ~~For funding purposes, BMKCSD also seeks to understand the severity of the damage and requests a prioritization of the repair work based on present conditions and risk of operational disruption.~~ BMKCSD is interested in restoring the Connecting Culvert between the two lagoons, enhancing the capacity of the South Lagoon Overflow Pipes, and restoring the operational capability of the North Lagoon Flood Gates. Additionally, BMKCSD would like to understand if the Lock Gates can be reasonably elevated to the level of the adjacent concrete for additional flood protection. We further understand that BMKCSD intends to hire a hydrologist to undertake a study to identify potential needs to reduce the risk of lagoon flooding and potential sea level rise issues.

**SCOPE OF WORK**

We propose the following specific work scope:

1. ~~**Repair Prioritization**—SGH will develop a repair priority matrix. For each structure, SGH will identify a repair task based on the condition assessment. SGH will provide a preliminary, rough, order-of-magnitude engineer's opinion of construction costs for each repair task. SGH will consult with California-based marine contractors familiar with performing this type of work to develop our opinions. SGH will provide a cost with a proper contingency reflective of identified risk factors and the preliminary nature of the concept. We will make a determination of relative risk to operations based on the deficiencies identified and potential growth without mitigation over a 5-year time. Based on this, SGH will assign a risk ranking and rank all the tasks to help BMKCSD prioritize the execution of the repairs. Our matrix will be suitable for capital planning purposes.~~

~~SGH will prepare a letter report documenting our Repair Prioritization Plan, discussing cost, risk, and other operational, permitting, and construction opportunities. SGH will provide BMKCSD with a draft report for review. After receiving comments, SGH will finalize our report, the sole task deliverable.~~

2. **Construction Documentation** – SGH will conduct the necessary engineering to develop a complete set of construction documents, drawings, and technical specifications for installing the structural repairs for the following structures:

- North Lagoon Lock gates and supporting concrete basin
- North Lagoon Seawalls
- North Lagoon Flood Gates
- South Lagoon Lock gates and supporting concrete basin
- South Lagoon Seawalls

All engineering work will be done in accordance with the 2022 California Building Code (CBC). Drawings and technical specifications will be suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard.

We assume BMKCSD is leading all permitting efforts for the work included in this task.

3. **Construction Administration** – For the repair work described in Task 2, we have assumed an 8-week construction window. Over this time, SGH will perform the following tasks:

- Provide periodic structural observation during the structural portion of the construction effort. This will consist of weekly site visits to observe the general progress of construction at critical stages and to form an opinion as to the extent to which the contractor is conforming to the design intent.
- Following each field observation, SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.
- Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, or the contractor's work methods, which are indicated thereon. This proposal includes the budget for one iteration of shop drawing review only.
- Review contractor structural submittals other than shop drawings, including review of product data for conformance with the construction document requirements.



- Provide consultation to the contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify construction requirements.
- Coordinate with the owner's project manager if an immediate field response to construction issues is required.
- Review special inspection and testing reports prepared by the owner's Special Inspection agency and testing laboratory under the specifications.
- Upon completion of the construction, SGH will submit a letter to agencies as needed indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.

4. **Connecting Culvert Design and Documentation** — For this task, SGH assumes BMKCSD will retain a hydrologist to assess the hydraulic needs of the overall lagoon system, who will provide the necessary dimensions and flow rates for the culvert pipelines connecting the two lagoons.

For scoping purposes, we assume a 36-in. diameter pipeline will be required at two locations, as shown in our 21 November 2024 presentation to the Board. The design would also include outfall structures at each end of the pipelines. SGH will develop the drawings and technical specifications suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard. We assume BMKCSD is leading all permitting efforts to install the work included in this task.

5. **South Lagoon Overflow Design and Documentation** — For this task, SGH assumes BMKCSD will retain a hydrologist to assess the hydraulic needs of the overall lagoon system, who will provide the necessary dimensions and flow rates for the overflow pipes connecting the two lagoons.

For scoping purposes, we assume three to four 18-in. diameter pipes will be required to pierce the existing levee near the existing overflow. The design would also include riprap levee protection at each end of the pipes. SGH will develop the drawings and technical specifications suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing the work. All drawings and specifications will be done in accordance with SGH's formatting standard. We assume BMKCSD is leading all permitting efforts to install the work included in this task.

6. **North Lagoon Flood Gates Operational Restoration Evaluation** — SGH will investigate the condition of the electrical and mechanical system components that operate the gates, assuming all structural repairs detailed in Task 2 are to be made. SGH will provide mechanical and electrical engineering services to determine what is

required to restore operations of the system and identify failed, damaged, or otherwise inoperable equipment components. We assume all instrumentation and control equipment are functional and have excluded this system from our evaluation. SGH will team up with an electrical and mechanical subcontractor familiar with these types of installations to assist with the evaluation. We will be on-site for one day and assume BMLCSD will provide access to the gate structure.

Based on our findings, SGH will provide a list of suggested mitigation actions necessary to restore mechanical and electrical operations. For each action, SGH will provide a preliminary, rough, order-of-magnitude engineer's opinion of construction costs for suggested repairs. To develop our opinions of cost, SGH will consult with local contractors familiar with performing this type of work. SGH will provide a cost with a proper contingency reflective of identified risk factors and the preliminary nature of the suggested repair schemes.

7. **Lock Gate Elevation** – For both locks, SGH will investigate the feasibility of elevating the lock gate outer panel to the top of the adjacent concrete basin to improve flood resistance. SGH will perform the necessary evaluation of the existing gate to verify overall adequacy with the added head height and understand the extent of local reinforcing. SGH assumes minimal strengthening of the lock gates will be required to accommodate the increase their height. Based on this assumption, SGH will provide a cost for BMKCSD to consider and will adjust the construction documentation provided in Task 2 accordingly. However, if more significant modifications are necessary, SGH will consult BMKCSD before furthering the design and re-evaluate the next steps. SGH will investigate each lagoon lock gate independently.

**COMPENSATION**

Task 1 has been eliminated from the scope at the direction of BMKCSD. We propose to provide the indicated services in Task 2 for a fixed fee of \$30,000. We suggest BMKCSD establish a time-and-materials budget, not to exceed US\$76,000 for the services described in Tasks 2 through 7. A breakdown of our fee is provided in Table 1.

**Table 1 - Breakdown of Fixed Fee**

<b>Task</b>	<b>Description</b>	<b>Fee</b>
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	Connecting Culvert Design and Documentation	\$12,000 T&M
5	South Lagoon Overflow Design and Documentation	\$12,000 T&M
6	North Lagoon Flood Gates Operational Evaluation	\$12,000 T&M
7	Lock Gate Elevation	\$15,000 T&M

Our T&M budget amount represents our estimate of the cost to perform the scope of work based on the information currently in our possession and includes a small amount for contingencies. Our actual fees could be slightly more or less than the budget amount. However, we will not bill more than the budget amount without your prior written consent. If additional time and/or travel is required, this work can be performed for an additional cost on a time-and-materials or other mutually agreed-upon basis.

We reserve the right to suspend services if payments fall substantially in arrears. This proposal is valid for sixty days from the date of this proposal, after which time we reserve the right to modify it to reflect changing economic conditions.

### **SCHEDULE AND DELIVERABLES**

We are prepared to begin work upon receipt of a written notice-to-proceed (NTP). The following are project deliverables with a corresponding schedule of completion:

1. ~~Task 1 (Repair Priority): A draft repair priority matrix will be provided within four weeks of receipt of the NTP from BMKCSD. After receipt of all comments on the repair priority matrix, SGH will provide a final repair matrix with the submission of the Construction Documents.~~
2. Task 2 (Construction Documentation): After NTP, SGH will submit draft construction drawings and necessary technical specifications within eight weeks ~~of receipt of all comments on the Repair Priority Matrix~~. We will provide final construction documents four weeks after all comments have been received on the Draft documents.
3. Tasks 4 (Connecting Culvert Design and Documentation) and 5 (South Lagoon Overflow Design and Documentation): After receiving the hydrologist's report, SGH will submit draft construction drawings and necessary technical specifications within eight weeks. We will provide final construction documents four weeks after all comments have been received on the Draft documents.
4. Task 6 (North Lagoon Flood Gates Operational Evaluation): A draft report will be provided to BMKCSD within four weeks of the completion of all field work activities. A final report will be issued three weeks after receipt of all BMKCSD comments.
5. Task 7 (Lock Gate Elevation): Four weeks after NTP, SGH will provide our draft evaluation of the gates and suggestions needed for the project. We will provide the final documents three weeks after all comments have been received on the Draft submission. If the design change is approved, the Task 2 drawings can be updated within three weeks of BMKCSD authorization to proceed and finalization of the evaluation report.

**LIMITATIONS**

All drawings, specifications, reports, calculations, and other instruments of service prepared by SGH under this contract may be used only for the specific project and purpose stated. SGH cannot be responsible for the unauthorized use of these instruments of service on other projects, for other purposes, or by parties other than those intended at the time of preparation. Our services and the instruments of that service are prepared with that degree of care, skill, and technical expertise ordinarily provided by reputable engineers practicing in this field at this time. No other warranty, either expressed or implied is offered with regard to these services.

**CLOSURE**

Our proposed agreement consists of this proposal and the enclosed Contract Provisions and Fee Schedule and Payment Terms. We hope you find the above proposal acceptable and look forward to hearing from you and getting started on this effort. If acceptable, please sign and return one copy of this letter.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



Willialm M. Bruin, P.E.  
Senior Principal  
CA License No. C57867

Accepted: BEL MARIN KEYS COMMUNITY  
SERVICES DISTRICT

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WMB/jdi (SF25-0000188r-WMB) 0101D25 010617-CP-2-CA

Encls.

**SIMPSON GUMPERTZ & HEGER INC.  
FEE SCHEDULE AND PAYMENT TERMS**

<u>Personnel Category</u>	<u>Hourly Billing Rate</u>
Senior Principal	\$360
Principal	\$350
Associate Principal	\$320 – \$335
Project/Technical Director	\$280 – \$300
Senior Technical Manager	\$265 – \$275
Senior Project Manager	\$270 – \$295
Senior Project Supervisor	\$250 – \$285
Senior Consulting Architect/Engineer/Geologist	\$220 – \$250
Consulting Architect/Engineer/Geologist	\$200 – \$220
Senior Project Consultant	\$235 – \$240
Project Consultant II	\$200
Project Consultant	\$175 – \$190
Associate Project Consultant	\$160
Technical Aide	\$115
Laboratory Technician	\$150 – \$195
Graphics Specialist	\$150 – \$255
BIM Technician	\$135 – \$205
Non-Technical	\$125 – \$145

Rates are in US dollars. Where ranges of hourly rates are shown for a single title, they reflect the varying rates of the particular individuals with that title. An annual rate adjustment, based upon salary increases, will apply on 1 January each year.

## CONTRACT PROVISIONS

1. **CONTRACT** - These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.
2. **RIGHT OF ENTRY** - When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** - All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. **DISPOSAL OF SAMPLES** - SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS** - The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.
6. **CONSTRUCTION SERVICES** - When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** - SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** - When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** - The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. **CHANGES OR DELAYS** - Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** - SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** - SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** - This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** - SGH shall, subject to the limitation of liability contained in Section 13, indemnify (but not defend) the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

## 16. MISCELLANEOUS

**Governing Law:** The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**SGH Reliance:** Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

**Copyright Infringement Indemnification:** To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

**Certifications:** SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

**Payment:** Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

**Litigation:** All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

**Taxes:** Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.

**PROPOSAL MEMO**  
VIA EMAIL

DATE: March 11, 2025  
TO: Bel Marin Keys Community Service District  
Attention: Vincent Lattanzio  
FROM: Caitlin J. Tharp, PE, CFM  
Robin J. Lee, PE, CFM  
SUBJECT: Bel Marin Keys Hydrologic Study and Climate Change Resilience  
Recommendations

Schaaf & Wheeler is providing you with this scope and fee to perform hydrologic and hydraulic modeling of the Bel Marin Keys Community Service District (CSD) neighborhoods inclusive of the North and South Lagoons, the overflow spill area on the South Lagoon, Novato Creek, and Pacheco Creek.

Figure 1 shows the limit of the study. It should be noted that this is a large, hydraulically connected area and requires the study of hydraulic structures, open channels, spillways, detention basins (lagoons and ponds) all under a variety of rainfall and tidal events. This scope is written in as a phased approach, understanding that costs might be prohibitive to do a comprehensive analysis at this time. In addition, there are ongoing projects with BMK Unit V and Highway 37 that also might have ongoing studies and designs.



**Figure 1. Study Area**

Our work will be to primarily look at optimizing the ability to release water from both the North and South lagoons through the use of the current locks, but also additional mechanisms such as the culvert connector pipe that has not been used, north lagoon sluice gates, and the high flow spill from the South lagoon to the overflow area.

Further analysis can look into the ability to use Pacheco Pond or surrounding low-lying agricultural lands to take advantage of the overall floodplain area that surrounds the BMK residents.

While this proposal aims to look at resilience needs to mitigate impacts of future rising tides, the majority of the residents within Bal Marin Keys are already in the FEMA effective mapped floodplain. This means that during a 100-yr (or the 1% chance of occurrence every year) tidal event, both lagoons are filled with water.



**Figure 2. Study Area and FEMA Floodplain**

This proposal can look at flood mitigation strategies, however, outboard protection in the form of levees and walls will need to be assumed. Otherwise during large storm events and high tides, the lagoons (which act as detention facilities) are all filled with water and do not provide any form of detention.

#### **Task 1: Data Collection/Review**

Schaaf & Wheeler will collect relevant data from the CSD including as-built information of the lock systems, bathymetric surveys, as-built information of the connecting culvert, North Marin Water District Stafford release data, flushing and flushing information. Schaaf & Wheeler already has the County's LIDAR (topographical data) from 2020 and storm drain pipe information from the County. In addition, Schaaf & Wheeler has some hydraulic models of the Novato Creek used for other projects and will reach out the Marin County Flood Control to see if there have been any further updates to the previous studies.



Schaaf & Wheeler will also reach out to engineers on the Highway 37 and the BMK V restoration projects to see if any models have been developed for those projects. This task include one (1) in person meeting to review the data received and discuss project objectives.

Schaaf & Wheeler will summarize the relevant data collected and any further needs in a brief memo.

#### **Task 2: Level Sensing (optional)**

Schaaf & Wheeler will deploy a level sensor in the north lagoon and south lagoon at the locks on the lagoon side. These sensors will provide Schaaf & Wheeler with detailed level information as it pertains to flushing to determine how quickly water can be released at different tide elevations. Schaaf & Wheeler will rely on the County deployed level sensor that is at the mouth or Novato Creek for the tide elevations. Sensors will also be deployed during the wet season (Oct-March) to aid in the calibration of the hydrologic model.

Staff will need to provide detailed information about lock opening and closing to line up with level sensor data to better understand the ability to release water from each lagoon at a variety of tidal elevations.

A brief tech memo will be provided with data collected and summarization of the flushing and storm events.

#### **Task 3: Hydrologic and Hydraulic Modeling of Lagoons**

Schaaf & Wheeler will prepare a hydrologic model in HEC-HMS that analyzes the volumes of runoff into the lagoons during storm events. These flows will be brought into a HEC-RAS hydraulic model to analyze the rise in water surface elevation of the lagoons based on an inch of precipitation. This will allow CSD staff to better prepare for storm events based on predicted inches of rainfall.

This HEC-RAS model will be used to determine the balance of volumes between the North and South lagoons and whether the culvert connecting pipe should be rehabilitated to allow water to flow from the North Lagoon into the South lagoon and into the overflow spill area.

Recommendations will be made based on the model to determine the feasibility of moving water from the North lagoon to the South lagoon and for the size of the culverts into the overflow area that is southeast of the South Lagoon.

#### **Task 4: Preliminary Novato Creek Hydraulic Modeling**

Schaaf & Wheeler will create a two-dimensional (2D) model of Novato Creek from Highway 101 to the mouth of the Petaluma River. This model will be used to develop a high-level outer protection measure that protects the community from both tidal flooding and riverine flooding. This model will be used to evaluate future resilience by looking at climate change impacts to precipitation and sea level rise. This study is meant to be a starting point for conversations with Marin County Flood Control and to attract grant funding.

This model will focus on up to 10-yr design storm event which is readily used to design drainage infrastructure throughout the Bay Area and look at a range of tidal boundary conditions from the mean higher high water (MHHW) and the 100-yr tidal boundary conditions.

This task will be limited to 10 scenarios to be decided upon by the CSD, however, potential solutions will only be conceptually designed to one selected scenario. Some suggested scenarios are as follows:

- 100yr Creek with MHHW (FEMA standard)
- 10yr Creek with MHHW (typical Bay Area design standard)
- 10yr Creek with King Tide
- Stafford release and 10yr storm event (this is pending data being available from North Marin Water District)
- Mid Century Climate Change 10yr, MHHW
- End of Century Climate Change 10yr, MHHW

**Task 5: Recommendations**

Schaaf & Wheeler will prepare a brief tech memo describing recommendations for the near term and long term. The near-term solutions will primarily focus on flushing and optimizing the way water is moved between the lagoons and the creek.

The long-term solutions will focus on the larger storm events, flood protection and climate change.

**Task 6: Coordination and Project Management**

Schaaf & Wheeler will be made available to the BMK CSD throughout this project via email and telephone. In addition, Schaaf & Wheeler will be available to attend one (1) Measure G meeting and up to two (2) CSD board meetings in person. This scope also includes one (1) meeting with County Flood Control District to present results and hopefully attract more funding from Flood Control to continue to hydraulic modeling effort in more detail.

**Schedule and Fee**

Tasks 3 and 4 are anticipated to take 12 weeks after receipt of all of the data under Task 1. Task 5 will take 2 weeks after tasks 3 and 4 are completed. Overall, we estimate this work to take approximately 4 to 5 months assuming that no level sensing is conducted.

Schaaf & Wheeler proposes to complete this work on a time and materials basis for a fee not to exceed \$54,130 without level sensing. Work will be billed in accordance with our 2025 charge rate (attached). Standard provisions dated April, 2017 (attached) apply. If you have any questions regarding this scope and budget, do not hesitate to contact me at 415-271-3117 or [ree@swsv.com](mailto:ree@swsv.com).

**Table 1 – Project Fee**

<b>Fee Proposal</b>		<b>Senior Project Manager</b>	<b>Senior Engineer</b>	<b>Schaaf &amp; Wheeler Total</b>
<b>Hourly Rates</b>		<b>\$280</b>	<b>\$255</b>	
<b>Task 1</b>	Data Collection/Review	8	16	<b>\$6,320</b>
<b>Task 2</b>	Level Sensing	16	40	<b>\$14,680</b>
<b>Task 3</b>	H&H Modeling of Lagoons	12	30	<b>\$11,010</b>
<b>Task 4</b>	H&H Modeling of Novato Creek	12	80	<b>\$23,760</b>
<b>Task 5</b>	Recommendations	4	16	<b>\$5,200</b>
<b>Task 6</b>	Coordination and Project Management	28		<b>\$7,840</b>
	<b>Labor Total w/ Sensing</b>	<b>80</b>	<b>182</b>	<b>\$68,810</b>
	<b>Labor Total w/o Sensing</b>	<b>64</b>	<b>142</b>	<b>\$54,130</b>

Best regards,

SCHAAF & WHEELER



Caitlin J. Tharp, PE  
 Vice President  
 RCE 76810

I DO HEREBY AUTHORIZE SCHAAF & WHEELER TO PROCEED FORWARD WITH THE EXECUTION OF THIS SCOPE OF WORK AS DESCRIBED HEREIN.

\_\_\_\_\_  
 Name, Title Date

**Schaaf & Wheeler**  
**CONSULTING CIVIL ENGINEERS**

4699 Old Ironsides Dr., Suite 350  
Santa Clara, CA 95054-1860  
408-246-4848  
Fax 408-246-5624

**Standard Provisions**

April 2017

Conditions set forth below are incorporated as part of this Agreement. These Standard Provisions and the accompanying proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Standard Provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these Standard Provisions shall govern.

1. **PROFESSIONAL STANDARDS OF CARE** - Schaaf & Wheeler, its employees, subconsultants, and subcontractors (hereinafter referred to as "CONSULTANT") shall perform its services under this Agreement in accordance with the degree of care and skill ordinarily practiced at the same point in time and under similar circumstances by professionals providing similar services. No other warranty, express or implied, shall apply to the services performed by CONSULTANT.
2. **INDEMNITY – CONSULTANT** shall indemnify and hold harmless CLIENT (including its officers and employees) against claims, losses, damages, liabilities (including the reimbursement of reasonable attorney's fees), and liability for injury or harm to persons or property to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT for professional services performed under this Agreement. The duty to defend obligation of the CONSULTANT shall be limited to the proportionate percentage of any claim arising directly from the services performed by the CONSULTANT under this Agreement.
3. **FORCE MAJEURE** – Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
4. **DISPUTE RESOLUTION** – CLIENT and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to non-binding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
5. **APPLICABLE LAWS** – CONSULTANT shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of the completion of the documents.
6. **HAZARDOUS MATERIALS** - The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

7. **RIGHT OF ENTRY** - When entry to property is required for the CONSULTANT to perform its services, the CLIENT agrees to obtain legal right-of-entry on the property.
8. **RELIANCE ON INFORMATION PROVIDED BY OTHERS** - CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
9. **THIRD PARTIES** - Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the CLIENT, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.
10. **OWNERSHIP OF DOCUMENTS** - The CLIENT agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the CLIENT's sole risk and without liability to CONSULTANT or its employees, independent professional associates, subconsultants, and subcontractors. CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.
11. **SUSPENSION OR TERMINATION OF CONTRACT** - CLIENT may suspend or terminate this Agreement with seven days prior written notice to CONSULTANT for convenience or cause. CONSULTANT may terminate this Agreement for cause with seven days prior written notice to CLIENT. Failure of CLIENT to make payments when due shall be cause for suspension of services, or, ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges.
12. **SITE VISITS** - In the event that CONSULTANT's scope of services shall include site visits during the construction phase, CONSULTANT shall be serving only in the capacity as a consultant to advise CLIENT on issues involving progress and general design compliance. CONSULTANT does not assume any responsibility for the quality, sequences, techniques, or timeliness of any contractor's work, job site safety, continuous onsite inspections, or any issues that fall outside of the CONSULTANT's scope of services as defined herein.
13. **GOVERNING LAWS** - The laws of the state of California shall govern the validity and interpretation of the Agreement.
14. **INSURANCE** - During the performance of work covered by this Agreement, CONSULTANT shall maintain the following insurance coverage:
  - a) Workers' Compensation Statutory
  - b) Commercial General Liability \$2,000,000 each occurrence; \$4,000,000 aggregate  
(includes Products & Completed Operations)
  - c) Automobile Liability \$1,000,000 combined single limit each accident
  - d) Professional Liability \$5,000,000 each claim; \$5,000,000 aggregate

15. PREVAILING WAGE OBLIGATIONS - The Client shall notify Schaaf & Wheeler in writing if the Work contemplated by this Agreement constitutes a "public work" under any and all federal, state and/or local prevailing wage laws, and/or living wage laws, including but not limited to the Davis-Bacon Act and the provisions of California Labor Code §§ 1720 et seq. In the event that Schaaf & Wheeler must adhere to federal, state and/or local prevailing wage obligations for the Work performed, the Client shall notify and provide Schaaf & Wheeler with any and all applicable prevailing wage determinations prior to the Work to being performed under this Agreement. Any prevailing wage obligations might affect the payment terms contemplated by this Agreement and thus constitute a changed condition mandating renegotiation and/or termination of this Agreement. The Client understands and agrees that Schaaf & Wheeler will rely on the representations made by the Client with regard to prevailing wage obligations and the Client agrees to indemnify Schaaf & Wheeler, its officers, directors, employees, agents and/or subcontractors against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to reasonable attorney's fees and legal costs, arising from Schaaf & Wheeler's reliance upon the Client's representations regarding prevailing wage obligations.

**Schaaf & Wheeler**  
**CONSULTING CIVIL ENGINEERS**

4699 Old Ironsides Dr., Suite 350  
Santa Clara, CA 95054-1860  
408-246-4848

## Hourly Charge Rate Schedule

### Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

<u>Classification</u>	<u>Rate/Hr</u>
Principal Project Manager	\$305
Senior Project Manager	\$280
Senior Engineer	\$255
Associate Engineer	\$225
Assistant Engineer	\$205
Junior Engineer	\$190
Designer	\$180
GIS Analyst	\$180
Technician	\$165
Engineering Trainee	\$140

### Litigation Charges

Court or deposition time as an expert witness is charged at \$500 per hour.

### Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/25

**From:** Robin Lee <[Rlee@sww.com](mailto:Rlee@sww.com)>

**Date:** March 12, 2025 at 3:17:23 PM PDT

**To:** "Vincent P. Lattanzio" <[vlattanzio@bmkcsd.us](mailto:vlattanzio@bmkcsd.us)>

**Cc:** Vincent Lattanzio <[vlattanzio@carducioassociates.com](mailto:vlattanzio@carducioassociates.com)>, Brian Clark <[bclark@bmkcsd.us](mailto:bclark@bmkcsd.us)>, Lisa Lue <[llue@bmkcsd.us](mailto:llue@bmkcsd.us)>, Steve Nash <[snash@bmkcsd.us](mailto:snash@bmkcsd.us)>

**Subject:** RE: Bel Marin Keys Hydrologic Study and Sea Level Rise Analyses

I reached out to County H&H guy today and they are already doing some 2D modeling of Novato Creek area for the highway 37 project. Basically – they took a model that S&W prepared a while ago and have made updates to the 2019 LIDAR. The model intention is not flood control for BMK and it doesn't appear that they are making recommendations for flood protection, but it certainly is an effort that S&W can build upon.

It might make sense to focus on the lagoon hydrology for now, and wait on the full Novato Creek modeling once the County's model is available. Will save some effort on the CSD's part. I don't know exactly how much effort saved until I get eyes on the model and review it in detail.

**Robin J. Lee, PE, CFM | Senior PM**

**Schaaf and Wheeler** Consulting Civil Engineers

250 Bel Marin Keys, Bldg. A, Suite 205

Novato, CA 94949

C: 415.271-3117; [www.sww.com](http://www.sww.com)

Santa Clara • San Francisco • Santa Rosa • Salinas • Novato • Truckee



TO: MEASURE G OVERSIGHT COMMITTEE

FROM: TERRY FRIESEN, 2/27/2025

**PRIORITIZATION OF MEASURE G REPAIRS:**

SGH has completed a \$49,500 inspection of BMK's North and South locks, North Lagoon flushing gates, and South Lagoon overflow structure. Below is SGH's CONDITION ASSESSMENT SUMMARY

**Table 1: Structure Inspection Condition Assessment Rating (ICAR) Summary**

Marine Structure	Component	2024 AW Condition Rating
North Lock	Concrete	Satisfactory
	South Gates	Poor
	North Gates	Fair
North Lock Seawall	Concrete	Fair
	Piles	Fair
North Lagoon Flood Gates	-	Critical
South Lock	Concrete	Satisfactory
	South Gates	Poor
	North Gates	Satisfactory
South Lock Seawall	Concrete	Satisfactory
	Piles	Fair
Connecting Culvert	-	N/A

Based on reviewing SGH's preliminary and final report, here are my thoughts on prioritization of maintenance of BMK lagoon infrastructure:

**1. FABRICATE AND INSTALL STOP LOGS FOR THE NORTH LAGOON RADIAL FLUSHING**

**GATES:** These are failing structurally and could be carried away leaving the North Lagoon subject to the full tidal range. SGH labeled these CRITICAL. We should install stop logs to dam these off before the gates fail. Bill Bruin of SGH suggested that stop logs can be used to permanently or temporarily dam these gates. We should not delay in installing stop logs. Repairs or replacement of the flushing gates can wait. I will guess that stop logs will cost roughly \$350,000.

2. **OBTAIN CONSTRUCTION DRAWINGS AND CONSTRUCTION SUPERVISION:** SGH has quoted the following:

**Table 1 - Breakdown of Fixed Fee**

Task	Description	Fee
1	Repair Priority	\$8,000 Fixed
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	North Lock Gate Elevation	\$15,000 Fixed

We can determine the repair priority ourselves. We do need the CONSTRUCTION DOCUMENTATION (construction drawings and specifications) \$30,000. It will also be useful to have professional Construction Administration interface with contractors, check the quality of work, and answer questions as they arise... \$25,000. We will need Construction Drawings for raising both the North and South lock gates... \$15,000. TOTAL SGH FEE ESTIMATE: \$70,000

3. **REPAIR THE SOUTH LOCK:** SGH CONDITION RATING= POOR. The locks are critical for three functions. They maintain a constant water level in the lagoons. If the locks break or fail in the open position, the lagoons will be subject to full tidal range. At high tides, yards will be flooded, particularly in the South Lagoon because of lower lagoon design elevation. At low tides, boats and docks will be sitting on the bottom. The locks are necessary for navigation. The locks provide flushing. As a result, maintenance of the locks isn't an option...it is a critical top priority.
- o **REPAIR THE SOUTH LOCK:** Condition of lagoon side gates is rated POOR by SGH. Repair gates, sandblast, add coating, and add sacrificial anodes. SGH indicates this lock has highest repair cost due to extent of corrosion damage.
- Liftech noted that the hydraulic system of the South lock is in poorer condition than at the North lock. It has a persistent leak and needs refurbishing. One gate does not open fully. The electrical control system has electrical safety/code defects, exposed wiring/brittle insulation, failing control system components that are obsolete and can't be replaced, and the position sensors need to be replaced. The present control system should be replaced with a simple Programmable Logic Controller.
- o **STOP LOGS:** The stop logs for the South Lagoon Lock are already on hand. The work on this lock can begin as soon as we select a contractor and get drawings and specifications for the work.

**Current South Lagoon lock (lagoon side) condition....February 24, 2025 photos by TVF:**



**The framework for the South lagoon-side lock is so heavily rusted that holes are appearing in these large beams. There is concern that the actuator force required to open and close these locks will tear a rusted section out of these beams, leaving the lock inoperable.**



- **RAISE THE SOUTH LOCK GATES FOR FLOOD PROTECTION:** SGH estimated that raising the South Lock gates to top of concrete will cost \$62,500. Raising the gates in conjunction with the Lock Gates repairs will save the community a LOT of money compared to doing these improvements at a later date.
- **SEAWALL REPAIR AT SOUTH LOCK:** Since the steel South lock gates will need sandblasting, coating, and installation of sacrificial anodes, it will be cost effective to do this same maintenance to the small amount of steel seawall at the South Lock. SGH cost estimate: \$5,825
- **TOTAL COST OF SOUTH LOCK REPAIRS**
  - Repair lock gates, sandblast, coat, repair concrete, raise lock gates = \$1,102,426
  - Sandblast and coat South seawall = \$5,825
  - Repair/renew electrical control system and hydraulic system= \$187,600/2= \$93,800
  - SUBTOTAL: \$1,202,051
  - Mobilization at 5%: \$60,102
  - Contingency at 10%: \$120,205
  - **TOTAL SOUTH LOCK AND SEAWALL REPAIRS ESTIMATE: \$1,382,358**

4. **REPAIR THE NORTH LOCK:** SGH CONDITION RATING OF LAGOON-SIDE GATES = POOR BMK's need for the North Lock is the same as the South Lock. The North lock is in slightly better condition from a corrosion point of view. The hydraulics at the North Lock are in better condition. The electrical and control system at the North lock needs the same repair/replacement as at the South lock.

- **FABRICATE STOP LOGS:** We have a quote by Svendsen Bay Marine to build one as a test case for \$9000 and to build all the stop logs for the North Lock for \$110,000. SGH provided PE approval of design and drawings.
- **REPAIR THE NORTH LOCK:** Condition of lagoon side gates is rated POOR by SGH. Replace lock gate structural members and gate facings as needed. Sandblast and coat steel components. Refurbish the hydraulic system. The electrical control system has electrical safety/code defects, exposed wiring/brittle insulation, failing control system components that are obsolete and can't be replaced, and the position sensors need to be replaced. The control system should be replaced with a simple Programmable Logic Controller.
- **RAISE THE NORTH LOCK GATES FOR FLOOD PROTECTION:** SGH estimated that raising the North Lock gates to top of concrete will cost \$150,000. Raising the gates in conjunction with the Lock Gates repairs will save the community a LOT of money compared to doing these improvements at a later date.
- **SEAWALL REPAIR AT NORTH LOCK:** Since the steel North lock gates will need sandblasting, coating, and installation of sacrificial anodes, it will be cost effective to do

this same maintenance to the extensive steel seawall at the North Lock. SGH cost estimate: \$14,446

o **TOTAL COST OF NORTH LOCK REPAIRS**

- Fabricate stop logs= \$119,000
- Repair lock gates, sandblast, coat, repair concrete, raise lock gates = \$685,320
- Sandblast and coat North seawall = \$14,446
- Repair/renew electrical control system and hydraulic system= \$187,600/2= \$93,800
- SUBTOTAL: \$912,566
- Mobilization at 5%: \$45,628
- Contingency at 10%: \$91,257
- **TOTAL NORTH LOCK AND SEAWALL REPAIRS ESTIMATE: \$1,049,451**

**SUMMARY OF TOP PRIORITY PROJECTS**

- |   |                    |
|---|--------------------|
| <b>1. FABRICATE AND INSTALL STOP LOGS FOR THE NORTH LAGOON RADIAL FLUSHING GATES:</b> |                    |
| Guestimate by TVF,  | <b>\$350,000</b>   |
| <b>2. SGH CONSTRUCTION DRAWINGS AND CONSTRUCTION SUPERVISION:</b>                     | <b>\$70,000</b>    |
| <b>3. REPAIR THE SOUTH LOCK:</b>  | <b>\$1,382,358</b> |
| <b>4. REPAIR THE NORTH LOCK:</b>  | <b>\$1,049,451</b> |
| <b>5. TOTAL TOP PRIORITY PROJECTS:</b>  | <b>\$2,851,709</b> |

**MEASURE G FUNDS AVAILABILITY:**

- o FEB, 28, 2025: We currently have \$614,461
- o DEC, 2025: Another \$631,800 should become available
- o Annually: About \$1,278,000
- o Funds for all top priority projects above will be available about mid-2027

**OTHER MEASURE G PROJECTS**

The above critical work will likely take all of our available Measure G funds in 2025-2027 and keep us very busy with monitoring and facilitating all the above work. As a result, at this time there is little need for the Measure G Committee or CSD Board to decide what and when regarding the following projects. We can consider these later:

- **REPLACING FLUSHING RADIAL GATE(S) AT NORTH LOCK:** At this point, Brian Clark is of the opinion that the large sliding gate on one of the 3 radial gates is not effective in flushing because he feels it does not increase the flow rate, due to flow interference. We will measure flow rates with and without this sliding gate open. Opening this gate for flushing does push a large amount of

sediment into the Creek. So further study is appropriate before we decide whether to rebuild one or more of these gates. The stoplogs provided as top priority will likely last for decades

- **INCREASING SOUTH LAGOON OVERFLOW STRUCTURE FLOW CAPACITY:** At this point, lowering the South Lagoon for the winter and before and after storms seems to provide adequate control of South Lagoon water level...and has for almost 40 years. We can wait for more experience and consider this item after the critical work above is completed
- **RAISING LOW PORTION OF THE SOUTH LAGOON LEVEE:** This can be scheduled when adequate funds are again available.
- **RECONSTRUCT THE CULVERT CONNECTING NORTH AND SOUTH LAGOONS:** This has not been in service nor needed for about 45 years, so there does not appear to be any critical need. This can be reconsidered as more experience with North Lagoon water level maintenance is acquired

**TIMING:** Ideally, it would be nice if the lock work could be done in March-April or October-November so it would minimize impact on the summer boating. Repairing the locks involves putting in stop logs and taking the locks out of service for 1 or 2 months. Repairing the seawalls at both locks probably requires dropping the lagoon water level by 2 feet.

Best regards,

Terry Friesen, PE

[terry.friesen1@outlook.com](mailto:terry.friesen1@outlook.com)

415 847 8545

#### ADDENDUM

SGH COST ESTIMATE OF CONSTRUCTION COSTS.... NOV. 16, 2024

**Table 2: Engineer's Opinion of Construction Cost**

No.	Item	Materials/Equipment/Labor				Total
		Qty	Unit	Unit Cost	Item Total	
<b>1</b>	<b>Site Preparation</b>					<b>\$335,000</b>
1.1	New North lock stop logs - purchase and install	1	LB	\$150,000	\$150,000	\$150,000
1.2	Mob/Demob (Assumed 5% of Direct Costs)	1	LS	\$185,000	\$185,000	\$185,000
<b>2</b>	<b>North Lock</b>					<b>\$885,320</b>
2.1	J-seals (Seals Unlimited Inc. No. 3658 5") - replace	12	EA	\$1,429	\$17,148	\$17,148
2.2	Zinc anodes - replace	4	EA	\$200	\$800	\$800
2.3	Crew to install Seals and Anodes	10	DY	\$5,600	\$56,000	\$56,000
2.4	Replace deteriorated sections of steel members above waterline	2000	LBS	\$250	\$500,000	\$500,000
2.5	Clean and recoat existing corroded steel members above waterline	445	SF	\$250	\$111,372	\$111,372
2.6	Raise gates to top of concrete	600	LBS	\$250	\$150,000	\$150,000
<b>3</b>	<b>South Lock</b>					<b>\$1,102,438</b>
3.1	J-seals (Seals Unlimited Inc. No. 3658 5") - replace	12	EA	\$1,429	\$17,148	\$17,148
3.2	Zinc anodes - replace	4	EA	\$200	\$800	\$800
3.3	Crew to install Seals and Anodes	10	DY	\$5,600	\$56,000	\$56,000
3.4	Replace deteriorated sections of steel members above waterline	3600	LBS	\$250	\$900,000	\$900,000
3.5	Clean and recoat existing corroded steel members above waterline	510	SF	\$250	\$127,500	\$127,500
3.6	Concrete repair - fix spalled cylinder pedestals - no reinforcing	1	SF	\$978	\$978	\$978
3.7	Raise gates to top of concrete	250	LBS	\$250	\$62,500	\$62,500
<b>4</b>	<b>North Lock Beamwall</b>					<b>\$14,250</b>
4.1	Concrete repair - epoxy injection - no reinforcing	2	LF	\$96	\$196	\$196
4.2	Sheetpile repair - clean and recoat top 36" on creek side	570	SF	\$25	\$14,250	\$14,250
<b>5</b>	<b>South Lock Beamwall</b>					<b>\$5,625</b>
5.1	Sheetpile repair - clean and recoat top 30" on creek side	225	SF	\$25	\$5,625	\$5,625
5.2	Knifeplate - replace buckled 3/8" connecting plate	1	EA	\$200	\$200	\$200
<b>6</b>	<b>Flood Gates</b>					<b>\$602,900</b>
6.1	Removal & disposal of existing steel gates	1	EA	\$75,000	\$75,000	\$75,000
6.2	In-kind replacement of all steel members - Materials, fabrication off-site	16700	LBS	\$15	\$250,500	\$250,500
6.3	Install new gates	1	EA	\$175,000	\$175,000	\$175,000
6.4	Concrete repair - patch CCS - no reinforcing	4	SF	\$475	\$2,700	\$2,700
<b>7</b>	<b>Levees</b>					<b>\$874,000</b>
7.1	South Levee - 2 ft raising and minor repairs	10,300	FT	\$80	\$824,000	\$824,000
7.2	New South Levee overflows	1	EA	\$50,000	\$50,000	\$50,000
<b>8</b>	<b>Lock Mechanical and Electrical</b>					<b>\$307,500</b>
8.1	Rebuild/repair hydraulic cylinders	8	EA	\$6,000	\$48,000	\$48,000
8.2	Cylinder removal and replacement	8	EA	\$1,200	\$9,600	\$9,600
8.3	Hydraulic system improvements and servicing	2	EA	\$25,000	\$50,000	\$50,000
8.4	Electrical improvements	2	EA	\$40,000	\$80,000	\$80,000

Subtotal (Total Direct Cost) \$3,707,817

**REFERENCES:**

- "Condition Assessment of the Bel Marin Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA," prepared by Simpson Gumpertz & Heger Inc. (SGH), SGH Project No. 247232, dated 16 November 2024
- "INSPECTION AND CONDITION SURVEY OF MARINE INFRASTRUCTURE, PRELIMINARY REPORT", by SGH, 18 SEP 2024



- "Proposal to Prioritize Deficiency Repairs and Provide Associated Construction Documentation for the Bel Main Keys Navigation Locks and Associated Marine Infrastructure, Novato, CA".... By SGH, 2/12/202

Below is SGH's quote for the above item. I suggest we eliminate the \$8000 PRIORITIZATION STUDY and make the prioritization decisions ourselves based on available funding and the need for repairs as already indicated in SGH's final report of November, 16, 2024.

**COMPENSATION**

We propose to provide the indicated services in Tasks 1, 2 and 4 for a fixed fee of \$53,000. We suggest BMKCSO establish a time-and-materials budget, not to exceed US\$25,000 for the construction support services described in Task 3. A breakdown of our fee is provided in Table 1.

**Table 1 - Breakdown of Fixed Fee**

Task	Description	Fee
1	Repair Priority	\$8,000 Fixed
2	Construction Documentation	\$30,000 Fixed
3	Construction Administration	\$25,000 T&M
4	North Lock Gate Elevation	\$15,000 Fixed

Our T&M budget amount represents our estimate of the cost to perform the scope of work based on the information currently in our possession and includes a small amount for contingencies. Our actual fees could be slightly more or less than the budget amount. However, we will not bill more than the budget amount without your prior written consent. If additional time and/or travel is required, this work can be performed for an additional cost on a time-and-materials or other mutually agreed-upon basis.

QR  
CODE  
HERE

**Hello neighbors, welcome to the BMK Parks & Open Spaces Resident Survey!**

Your BMK CSD Board & Parks Committee is dedicated to maintaining and refreshing the parks and open spaces throughout our community while ensuring access for all residents. We are interested in hearing your thoughts on how you use the parks/open spaces and what your priorities are as we look to maintain and update them using the Measure A funds that are set aside for park-use only. It's preferred that you fill this out online by scanning the QR code, but you can also fill this sheet out physically and return to the CSD Office by dropping off, mailing, or email. You can expect to spend 5-10 minutes and please fill out only 1 per person, if you need additional hard copies of the survey they can be found at the CSD office. We very much appreciate your time and feedback!

Warmly, BMKCSD Board + Parks & Open Spaces Committee

Name: \_\_\_\_\_  
 Physical Address: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

What is your age group?

18-34   
 35-54   
 55-74   
 75+

How many children under 18 reside in your household or visit your home and utilize BMK parks? Would they like to provide input as well?  
 Please write in answers below:

\_\_\_\_\_

How often do you visit the following BMK Parks/Open Spaces?

	Never	Rarely	Yearly	Monthly	Weekly	Daily	Comments
Bahama Park							
Caribe Isle N Park							
Cavalla Cay Park							
Del Oro Park							
Hudson Park							
Montego Park							
Sunset Park							
South Levee Trail							

Keeping in mind that funds are limited, what amenities are you most interested in?

	Not Interested	Somewhat Interested	Very Interested	Comments
Picnic Pavilions				
Playgrounds				
Exercise Equipment				
Porta-Potty				
Shade structures				
Water Access				
Sports Courts				
Open Play Field				
Dog Park				
Community Garden				
Gazebo				
ADA Park Equipment				
Nature Play Areas				
Other				

What would your improvement priorities be for the parks?

	Lowest	Low	Moderate	High	Highest	Comments
Playground equipment						
Better lighting						
Security Features						
Signage						
Other						

Are there safety or maintenance issues at any existing parks or open spaces? Please write in the park and concern below:

\_\_\_\_\_

Would you be willing to volunteer time to support our parks?

Examples could be participating in work days, community outreach, etc

Circle One: YES NO

Would you be willing to donate money to support our parks?

Examples could be monetary donations, benches, trees, plantings, etc

Circle One: YES NO