

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 April 17, 2025 – 7:30pm BMKCS D Community Center

Board Members

Mercy Angelopoulos
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=00GutjhsI7fQTT6tyhR9sF4HoCMGb.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 March 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 March 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 BMKCS D 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. **Resident K. O’Haire** email regarding capital projects
- c. Correspondence and Presentations

V. **ZOOM PRESENTATION – CIVIC PLUS** – Jordan Cairns -Presentation for BMKCS D webpage Proposal - Attached

VI. **ADMINISTRATIVE COMMUNICATIONS**

a. District Manager’s Report

1. Financial

- a. Fraudulent check update – Bank of Marin has reimbursed BMKCS D for the fraudulent check and has been credited back to Measure D **\$7,410.00**.
- b. Measure D Reserves Bank of Marin Account. Bookkeeper is asking if this account is necessary to keep - attached

2. Operations

- a. Maintenance projects completed:
 - 1. Paradise Trees - Palm trees at front entrance and palm trees outside of office cleaned up – payment **\$565.00 Operations**
 - 2. AFS - North Lagoon limit switch bracket emergency fix –**\$680.00– Measure D**
 - 3. Jet Mulch – Bahama, Cavalla Cay, and Del Oro **\$3,881.81 Measure A**
 - 4. Door King and AT&T were on site fixing the Multi – Court phone line and circuit board connection – No invoice as of yet Measure A to be paid from Operations
- b. Measure A funds – Bookkeeper Jessica is still researching how funds were paid. For now, utilities are being paid out of Operating marked as Class Measure A for-audit purposes.
- c. 8 Montego Key fence repair. Small section of fence repaired by PCS and was paid for by resident per his request. Larger section of fence – Attached proposals
Orlando’s Landscaping **\$13,600.00**; PCS **\$12,200.00**; AFS **\$11,900.00 – Half to be paid by resident 8 Montego Key - Operations**
- d. Job posting for part time Administrative Assistant – Posted to website, Craigslist, CalJobs and College of Marin-IVC job board – Seventeen applicants to date. Interviews will be conducted in the weeks of May 12 and May 19.
- e. Pixie Life – Chair 55 yoga. The pilot program ends April 28, 2025. – Discussion
- f. Landscaping Bids – RFP/RFQ Discussion
- g. Bylaws -Discussion
- h. California Lands Commission – Lease 5307: Spoil Markers Forty-year lease expires March 31, 2026 -

3. Calendar

| | |
|-----------------------|--|
| April 14-25 | SCC Perennial Grazing BMKV |
| April 19, 2025 | Easter Egg Hunt – Montego Park 11:00am |
| April 22, 2025 | Earth Day – Volunteer neighborhood clean up – |
| April 28, 2025 | SCC soil testing BMK Unit V |
| May 7, 2025 | First food truck night – Lotus Grill 5:00pm |
| May 13, 2025 | Waterways Committee – 6:30pm |
| May 15, 2025 | Board Meeting 7:30pm |
| End of May | Road Sealing – Bahama Reef |
| 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 – Meeting scheduled for May 13, 2025
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

VII. STANDING COMMITTEE REPORTS A, D & G

- a. Measure A - Parks and Open Space Report– Update – DRAFT Parks Survey
- b. Measure D - Marine Maintenance Report – Update -
 - a. Permit consultant proposal- update
 - b. Preparation of RFQ for marine infrastructure-qualified contractors - update
- c. Measure G - Oversight Committee Report – Update
 - a. SGH April 9, 2025 Revised Proposal -Attached **Fixed fee \$45,000; T&M not to exceed \$35,300**
 - b. Hydrology information – Update from Robin Lee – Attached
 - c. Permit consultant proposal – update
 - d. Preparation of RFQ for marine infrastructure - qualified contractors - update

VIII. UNFINISHED BUSINESS

- a. Aylene Lambert – Gardens HOA - update
- b. Fishing violation – update – email from Lt. Morton
- c. Retreat for Board members – update -
- d. Brown Act training/refresher – update - CSDA
 - 1. Letter attached - Assembly Bill 259(Rubio) Assembly Bill 259 (Rubio) eliminates the sunset on provisions added to the Brown Act by Assembly Bill 2449 (Rubio, 2022). a bill that provided additional flexibility with alternative Brown Act meeting procedures able to be observed in the event of a board member's absence in connection with a "just cause" or "emergency."

IX. NEW BUSINESS

- a. South lagoon dredge – Attachment - Discussion
- b. South lagoon shoreline – Cavalla Cay - Discussion

X. ITEMS OF COMMUNITY INTERESTS

- a. Refuge – Update
- b. SCC – Update – Coastal Conservancy Board Meeting April 17, 2025
- 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: May 15, 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), 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

April 11, 2025

Bel Marin Keys Community Services District

4 Montego Key
Novato, CA 94949

Office: 415.883.4222
www.bmkcsd.us

MINUTES REGULAR BOARD MEETING March 20, 2025 BMKCSD 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 March 14, 2025. President Lattanzio called the Regular Board Meeting to order at 7:31pm 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 February 20, 2025 Minutes with correction **XII. Items of Community Interests** b.2. change word **Refuge to Requested**
Moved by Director: Furst; Seconded by Director Shorten
Director Vote: 5 Ayes
Motion Carried

III. CONSENT CALENDAR

Motion to approve Ratification of checks and payroll issued - February
Moved by Director: Lattanzio; Seconded by Director Furst
Director Vote: 5 Ayes
Motion Carried

IV. PUBLIC COMMENT

Resident - K. O’Haire by Zoom – Shoreline at 10 Cavalla Cay eroding. Requested two years ago dredging for South. DM to research past South lagoon dredge task list information.
In person attendance – Fifteen guests
ZOOM – Six guests

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. Directors who do not cash their \$100 checks after six months will be donated back to CSD with directors’ choice of donation fund.

- b. Maintenance projects complete
 - 1. Sound system – purchased a new receiver **\$251.30**. Microphones and speakers are working now.
 - 2. Restaurant Repair – Serviced ice machine, refrigerator, freezer. **\$1,620.37**. Waiting for water filter replacement for ice machine-on order.
 - 3. Roy’s Sewer Service – Maintenance issue -cleaned out kitchen grease trap. Waiting for the invoice. Contact County of Marin for **\$2,000.00** reimbursement for Sewer clearing of three streets during storm.
- c. Measure A funds – Continue to take a percentage of funds to pay for utilities, landscaping and salaries or should funds only be taken from Operations account. Look back from when Noemi was DM and follow guidelines. Mulch is at Montego Park now **\$5,352.29**. Ninety cubic yards was not enough for other playgrounds. Another proposal will be sent in for Cavalla Cay, Bahama, and Del Oro.
Bookkeeper discovered **\$32,686.28 Measure A disbursement** was never transferred from Operation Savings to Measure A Savings. Transfer completed.
- d. Pixie Life Chair Yoga Pilot Program– Resident attendance and use of Community Center.
Allowing non-residents to participate. Pilot program until end of April 2025. Good attendance. March 3-25 guest, March 10-28 guests, March 17-12 guests. Ninety percent BMK, ten percent non-residents. Maximum participants thirty guests. Advertise with sandwich board. Marquee use when there is space. Music/Speaker will be on Kitchen side for sound purposes.

3. Calendar

| | |
|----------------|--|
| March 21, 2025 | Free Seminar – Prop 19 – 3:00-5:00pm Walk around with Justin from WRA 1:45-2:45pm |
| 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 – No Update- Request to Dave Nickleson for a list of Contractors
- 2. BMK Community Safety Committee Report (ERT/Traffic/PGE) – Update
 - a. ERT – Terry Joslin & Jim Hale organized Conex box. Need to replace medical supplies. Applied for FCC license renewal. Generator and shelving to be placed in Conex
 - b. Traffic – Black tubing across roadway -DPW speed data analysis for neighborhoods. Conference call to be scheduled for April 2025.
 - c. PGE – No update
- 3. Beautification Committee Report – Update- Ten plants to be planted on March 22, 2025 on South Lagoon island. No trees currently. Check into gator bags for watering. Front entrance planting at the end of month.
- 4. Welcome to the Keys Committee Report -Update – Meeting on March 25, 2025
- 5. Communications Committee Report- Update – Civic Plus presentation scheduled for April Board Meeting. Streamline build out on their own at \$1,300 Then, \$350 to \$500 month depending on additional modules. Discount with CSDA/SDRMA. Yopify addition is \$4,800.
Civic Plus has modules and they build out with our input at \$6,000. No discount. Check with other CSD’s and municipalities for review on web hosts.
- 6. Waterways Committee Report –Update Map is being updated. Want to start outreach and education for residents
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 D & G

- a. Measure A Report– Update Meeting March 12, 2025 – Updated committee is now Standing Committee and went over rules. Meeting dates will be the same every month. Swim access is now with the Board and not the Parks Committee. The park survey will include a map of the parks.
- b. Measure D Report – Update – No update. Meeting will be scheduled for the middle of May 2025
 - 1. Maloney Construction – Proposal – No approval at this time. Measure G project to address repair.
 - 2. Measure G Report – Update Meeting March 16, 2025
 - a. SGH Revised February 12, 2025 Proposal -Attached SGH removed prioritization. Construction of Documentation for North and South Lock. Only have funds for one. South will be addressed first. Brian and Terry will meet with Sam regarding stop logs for the North. Limit switches are being reviewed by SGH for proper equipment purchase. Timeline for S. lock is twelve months.

Motion to approve Measure G committee recommendation S. Lock construction work, S., and N. Lock Design and one foot raise of gates

Moved by Director: Lattanzio; Seconded by Director: Nash

Director Vote: 5 Ayes

Motion Carried

- b. Hydrology information – from Robin Lee - Measure G Committee wants to know if study is time sensitive. Can data be used in the future? Resident Robin Lee addresses the Board and does not feel the study would be out dated. Flood District Study-Baylands/Novato Creek, restoration study geared to habitat restoration and marsh land.

Motion to request adjusted Hydrology report with real time events for high-risk areas by April 10, 2025

Moved by Director: Lattanzio; Seconded by Director: Angelopulos

Director Vote: 5 Ayes

Motion Carried

- c. Prioritization of Measure G repairs – Approved and send letter to SGH

VII. UNFINISHED BUSINESS

- a. Fishing violation – update – Contact MCSO regarding citation of ordinance.

VIII. NEW BUSINESS

- a. Election of officers- by recommendation and appointment by the board

Motion to approve Steve Nash as President

Moved by Director: Lattanzio; Seconded by: Director Angelopulos

Director Vote: 5 Ayes

Motion Carried

Motion to approve Cheryl Furst as Vice President

Moved by Director: Angelopulos; Seconded by Director: Nash

Director Vote: 5 Ayes

Motion Carried

- b. Mission Statement for Board – regarding retreats – DM to check with CSDA and services they offer. Assistance with facilitator. Beneficial for board and staff to work together.
- c. Brown Act training/refresher for all board members and committee members - DM to schedule Brown Act webinar training for board and committees through CSDA. Call County Counsel and schedule an in-person training after the webinar training.
- d. Swim Access Initiative – Taken out of Parks Committee

Motion to discuss swim access initiative

Moved by Director: Shorten; Seconded by Director: Nash

Director Vote: 5 Ayes

Motion Carried

Director Shorten addresses and requests that all residents have swimming access, and the Board look at swimming access

Resident P. Moreci – addresses equity, swim access to the lagoon access and safety

- e. Purchase of BBQ grill for CSD use/rentals –Cleaning fee would be taken out of rental deposit if not cleaned. Maintenance and insurance are a concern. Stove in kitchen can be used as a grill

Motion to purchase BBQ for CSD

Moved by Director: Shorten; Seconded by Director: Lattanzio

Director Vote: 3 Nay; 2 Ayes

Motion not Carried

IX. PARKS AND OPEN SPACE

- a. BMKCSO Park Survey – Update- Review and edit Parks survey. Submit additions/corrections to CSD by May 30, 2025 for N2N publication.

Motion to address the Board with BMKCSO Park Survey

Moved by Director: Shorten; Seconded by Director: Nash

Motion to accept modifications to Park survey

Moved by Director: Lattanzio; Seconded by Director: Nash

Director Vote: 5 Ayes

Motion Carried

X. ITEMS OF COMMUNITY INTERESTS

- a. Refuge – Update - None
- b. SCC – Update – Working with SCC and emergency water release from lagoons
- c. Pattern Energy – Update – Moratorium updates – Marquee - list link for AB 303 Stop Lithium Battery storage. Letters were sent to Assembly members and James Muller
- d. Novato Creek Baylands Strategy – Update - None
- e. Cal Trans – Highway 37 project – Update - None

XI. FUTURE AGENDA ITEMS

South dredge

XII. ADJOURNMENT

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

Motion to Adjourn at 10:10pm

Moved by Director: Lattanzio; Seconded by Director: Nash

Director Vote: 5 Ayes

Motion Carried

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), 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

April 1, 2025



Bel Marin Keys Community Services District

RATIFICATION OF WARRANTS AND PAYROLL

FOR THE REGULAR MEETING OF April 17, 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: | \$ 27,718.46 |
| Payroll Checks: | \$ 15,464.18 |

Total Disbursements: \$ 43,182.64

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

April 8, 2025

BMKCSO - Checking Accounts March 1 to March 31, 2025

| Account | Date | Trans Tyl# | Name | Memo/Description | Amount |
|--------------------------|-----------|------------|----------------------------|--------------------|----------|
| Operating Account - 5682 | 3/25/2025 | Check 5 | Strom Electric | CC Lighting | 358.80 |
| Operating Account - 5682 | 3/25/2025 | Check 4 | RBA Bookkeeping Services | | 656.25 |
| Operating Account - 5682 | 3/25/2025 | Check 3 | North Marin Water District | | 109.77 |
| Operating Account - 5682 | 3/25/2025 | Check 2 | Dan Pagano | IT | 1,545.00 |
| Operating Account - 5682 | 3/25/2025 | Check 1 | Frank Shellabear | Key Deposit refund | 50.00 |
| Operating Account - 5682 | 3/18/2025 | Check 5 | Cintas Corp | | 223.54 |
| Operating Account - 5682 | 3/18/2025 | Check 4 | AT&T | phone/internet | 132.31 |
| Operating Account - 5682 | 3/18/2025 | Check 3 | PKS Professional Kitchen | | 383.56 |
| Operating Account - 5682 | 3/18/2025 | Check 2 | BrightView | | 6,920.01 |

| | | | | | | |
|--------------------------|-----------|-------|----|--------------------------|-------------------------------|----------|
| Operating Account - 5682 | 3/18/2025 | Check | 1 | Cheryl Furst | Reimbursement for plants 2024 | 1,000.00 |
| Operating Account - 5682 | 3/11/2025 | Check | 21 | Vince Lattanzio | Dir Fee | 100.00 |
| Operating Account - 5682 | 3/11/2025 | Check | 20 | RBA Bookkeeping Services | | 518.75 |
| Operating Account - 5682 | 3/11/2025 | Check | 19 | Mercy Angelopoulos | replacement check 2023 | 73.42 |
| Operating Account - 5682 | 3/11/2025 | Check | 18 | Mercy Angelopoulos | Dir Fee | 100.00 |
| Operating Account - 5682 | 3/11/2025 | Check | 17 | Pini Hardware | material for sheds | 224.10 |
| Operating Account - 5682 | 3/11/2025 | Check | 16 | Cintas Corp | | 222.05 |
| Operating Account - 5682 | 3/11/2025 | Check | 15 | Steve Nash | Dir Fee | 100.00 |
| Operating Account - 5682 | 3/11/2024 | Check | 14 | Soundvision | audio equipment diagnosis | 399.00 |
| Operating Account - 5682 | 3/11/2025 | Check | 13 | Natalia Shorten | Dir Fee | 100.00 |
| Operating Account - 5682 | 3/11/2025 | Check | 12 | Cheryl Furst | Dir Fee | 100.00 |

00 01

| | | | | | | |
|---------------------------|-----------|-------|------|--------------------------|------------------------------------|----------|
| Operating Account - 5682 | 3/11/2025 | Check | 11 | A&P Moving | | 73.20 |
| Operating Account - 5682 | 3/4/2025 | Check | 1911 | RBA Bookkeeping Services | | 925.00 |
| Operating Account - 5682 | 3/4/2025 | Check | 1910 | Alhambra | | 33.47 |
| Operating Account - 5682 | 3/4/2025 | Check | 1909 | First Citizen Bank | | 482.82 |
| Operating Account - 5682 | 3/4/2025 | Check | 1908 | Restaurant Repair | maintenance for kitchen appliances | 1,620.37 |
| Operating Account - 5682 | 3/4/2025 | Check | 1907 | Recology | two months | 800.30 |
| Operating Account - 5682 | 3/4/2025 | Check | 1906 | PGE | | 1,699.29 |
| Measure D Checking - 7609 | 3/25/2025 | Check | 1 | North Marin Water | | 122.58/ |
| Measure D Checking - 7609 | 3/4/2025 | Check | 1 | PG&E | | 1,322.84 |

Measure A
Checking 5586 3/25/2025 Check 2 North Marin Water 619.58 00

Measure A
Checking 5586 3/25/2025 Check 1 Jet Mulch 5352.29 00
Mulch for Montego Park

Measure A
Checking 5586 3/4/2025 Check 5 AT&T 407.11 00
Multi court- 2 mths ne

Measure A
Checking 5586 3/4/2025 Check 4 PG&E 943.05 00

DEPARTMENT SUMMARY

0083 1308-1638 Bel Marin Keys C S D

| CHECK DATE | REG | OT | HOURS | | | SICK | ALL OTHER HOURS | REG | OT | VAC | EARNINGS | | | BONUS | COMM | ALL OTHER EARNINGS | TOTAL |
|------------|--------|------|-------|-------|-------|------|-----------------|-----|----|-----|----------|----|-----|-------|------|--------------------|-----------|
| | | | VAC | HOL | SICK | | | | | | REG | OT | VAC | | | | |
| 03/14/25 | 38.00 | | | | | | | | | | | | | | | | 7,972.34 |
| MTD (MAR) | 38.00 | | | | | | | | | | | | | | | | 7,972.34 |
| QTD (Q1) | 389.50 | 6.50 | 32.00 | 32.00 | 32.00 | 6.00 | | | | | | | | | | | 43,309.44 |
| YTD (2025) | 389.50 | 6.50 | 32.00 | 32.00 | 32.00 | 6.00 | | | | | | | | | | | 43,309.44 |

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

| CHECK DATE | SOC SEC | MEDICARE | FED INCOME TAX | STATE INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | ALL OTHER WITHHOLDINGS | TOTAL |
|------------|----------|----------|----------------|------------------|------------------|------------------|------------------|------------------|------------------------|----------|
| | | | | | | | | | | |
| 03/14/25 | 494.27 | 115.60 | 648.95 | 278.27 | 278.27 | | | | 95.67 | 1,632.76 |
| MTD (MAR) | 494.27 | 115.60 | 648.95 | 278.27 | 278.27 | | | | 95.67 | 1,632.76 |
| QTD (Q1) | 2,696.18 | 627.99 | 3,508.95 | 1,470.17 | 1,470.17 | | | | 519.74 | 8,812.03 |
| YTD (2025) | 2,696.18 | 627.99 | 3,508.95 | 1,470.17 | 1,470.17 | | | | 519.74 | 8,812.03 |

| CHECK DATE | 401K EE | SIMPLE IRA EE | PRETAX | ALL OTHER DEDUCTIONS | TOTAL |
|------------|---------|---------------|--------|----------------------|----------|
| | | | | | |
| 03/14/25 | | 832.08 | | | 832.08 |
| MTD (MAR) | | 832.08 | | | 832.08 |
| QTD (Q1) | | 3,639.65 | | | 3,639.65 |
| YTD (2025) | | 3,639.65 | | | 3,639.65 |

| CHECK DATE | SOC SEC | MEDICARE | UNEMPLOY | FED UNEMPLOYMENT | STATE UNEMPLOYMENT (SUI) | SUI RATE | ALL OTHER LIABILITIES | TOTAL CHECK DATE | FEDERAL LIABILITY | TOTAL 941 TAX LIABILITY | NET PAY |
|------------|----------|----------|----------|------------------|--------------------------|----------|-----------------------|------------------|-------------------|-------------------------|-----------|
| | | | | | | | | | | | |
| 03/14/25 | 494.28 | 115.60 | 6.08 | 6.08 | 15.21 | 1.5% | CA Emp Train | 632.18 | 1,868.70 | 1,868.70 | 5,783.76 |
| MTD (MAR) | 494.28 | 115.60 | 6.08 | 6.08 | 15.21 | | CA Emp Train | 632.18 | 1,868.70 | 1,868.70 | 5,783.76 |
| QTD (Q1) | 2,685.20 | 628.00 | 111.96 | 111.96 | 279.94 | | CA Emp Train Surchage | 3,723.78 | 10,135.32 | 10,135.32 | 32,495.20 |
| YTD (2025) | 2,685.20 | 628.00 | 111.96 | 111.96 | 279.94 | | CA Emp Train Surchage | 3,723.78 | 10,135.32 | 10,135.32 | 32,495.20 |

DEPARTMENT SUMMARY

11

0093 1308-1638 Bel Marin Keys C S D

| CHECK DATE | REG | OT | HOURS | | | SICK | ALL OTHER HOURS | REG | OT | VAC | EARNINGS | | | ALL OTHER EARNINGS | TOTAL |
|------------|--------|------|-------|-------|-------|------|-----------------|--------|----------|----------|----------|--------|------|--------------------|-----------|
| | | | VAC | HOL | SICK | | | | | | SICK | BONUS | COMM | | |
| 03/14/25 | 3800 | | | | | | | | | | | | | | |
| 03/28/25 | 20.75 | | | | | | 7,972.34 | | | | | | | | |
| MTD (MAR) | 68.75 | | | | | | 7,491.84 | | | | | | | | |
| QTD (Q1) | 410.25 | 6.50 | 32.00 | 32.00 | 32.00 | 6.00 | 15,464.18 | | | | | | | | |
| YTD (2025) | 410.25 | 6.50 | 32.00 | 32.00 | 32.00 | 6.00 | 48,019.78 | 347.10 | 1,139.20 | 1,139.20 | 1,139.20 | 156.00 | | | 50,801.28 |

| CHECK DATE | EXP REIMS NON TAX | 1099-MISC | OWNER DRAW | TOTAL | 401K ER | MATCH | SIMPLE IRA ER | GSEHRA-MEMO | OTHER ITEMS (DO NOT INCREASE NET PAY) | | | | | | |
|------------|-------------------|-----------|------------|----------|---------|-------|---------------|-------------|---------------------------------------|------------------|------------------|--|--|--|--|
| | | | | | | | | | LOCAL INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | | | | |
| 03/14/25 | 276.26 | | | 276.26 | | | | | | | | | | | |
| 03/28/25 | 276.26 | | | 276.26 | | | | | | | | | | | |
| MTD (MAR) | 552.52 | | | 552.52 | | | | | | | | | | | |
| QTD (Q1) | 1,913.70 | | | 1,913.70 | | | | | | | | | | | |
| YTD (2025) | 1,913.70 | | | 1,913.70 | | | | | | | | | | | |

| CHECK DATE | SOC SEC | MEDICARE | FED INCOME TAX | STATE INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | LOCAL INCOME TAX | ALL OTHER WITHHOLDINGS | TOTAL |
|------------|----------|----------|----------------|------------------|------------------|------------------|------------------|------------------|------------------------|-----------|
| | | | | | | | | | | |
| 03/14/25 | 494.27 | 115.60 | 648.96 | 278.27 | | | | | 95.67 | 1,632.76 |
| 03/28/25 | 464.50 | 108.63 | 648.96 | 285.97 | | | | | 89.90 | 1,577.95 |
| MTD (MAR) | 958.77 | 224.23 | 1,297.90 | 544.24 | | | | | 185.57 | 3,210.71 |
| QTD (Q1) | 3,149.68 | 736.62 | 4,157.90 | 1,736.14 | | | | | 609.64 | 10,389.98 |
| YTD (2025) | 3,149.68 | 736.62 | 4,157.90 | 1,736.14 | | | | | 609.64 | 10,389.98 |

| CHECK DATE | 401K EE PRETAX | SIMPLE IRA EE | TOTAL | ALL OTHER DEDUCTIONS | TOTAL |
|------------|----------------|---------------|----------|----------------------|----------|
| | | | | | |
| 03/14/25 | | 832.08 | 832.08 | | 832.08 |
| 03/28/25 | | 832.08 | 832.08 | | 832.08 |
| MTD (MAR) | | 1,664.16 | 1,664.16 | | 1,664.16 |
| QTD (Q1) | | 4,471.73 | 4,471.73 | | 4,471.73 |
| YTD (2025) | | 4,471.73 | 4,471.73 | | 4,471.73 |

| CHECK DATE | SOC SEC | MEDICARE | UNEMPLOY | FED UNEMPLOYMENT | STATE UNEMPLOYMENT | SUI RATE | ALL OTHER LIABILITIES | TOTAL | CHECK DATE | FEDERAL LIABILITY | TOTAL 941 TAX LIABILITY | NET PAY |
|------------|----------|----------|----------|------------------|--------------------|----------|-----------------------|----------|------------|-------------------|-------------------------|---------|
| | | | | | | | | | | | | |
| 03/14/25 | 494.28 | 115.60 | 6.06 | 33.08 | 15.21 | 6.2% | CA Emp Train | 632.18 | 03/14/25 | 1,868.70 | 5,783.76 | |
| 03/28/25 | 464.49 | 108.64 | 3.20 | 33.08 | 15.21 | 6.2% | CA Emp Train | 609.41 | 03/28/25 | 1,795.21 | 5,358.07 | |
| MTD (MAR) | 958.77 | 224.24 | 9.26 | 48.29 | 313.02 | | CA Emp Train | 1,241.59 | MTD (MAR) | 3,663.91 | 11,141.83 | |
| QTD (Q1) | 3,149.69 | 736.64 | 115.16 | 313.02 | 313.02 | | CA Emp Train Surchage | 4,333.19 | QTD (Q1) | 11,930.53 | 37,853.27 | |
| YTD (2025) | 3,149.69 | 736.64 | 115.16 | 313.02 | 313.02 | | Surchage | 4,333.19 | YTD (2025) | 11,930.53 | 37,853.27 | |

0093 1308-1638 Bel Marin Keys C S D
Run Date 03/25/25 09:05 AM

Period Start - End Date 03/08/25 - 03/21/25
Check Date 03/28/25

Department Summary Page 1 of 1 DEPTSUM



Good Morning, Lisa Lue

ACCOUNTS



Bank of Marin Measure A Checking -15586

Current Balance
Available Balance

\$43,448.44
\$43,448.44

Bank of Marin Waterways Checking -42715

Current Balance
Available Balance

\$2,004.70
\$2,004.70

Bank of Marin Operations Checking -75682

Current Balance
Available Balance

\$58,262.64
\$58,262.64

Bank of Marin Measure G -83912

Current Balance
Available Balance

\$10,196.14
\$10,196.14

Bank of Marin Operations Savings -07191

Current Balance
Available Balance

\$2,323,092.93
\$2,323,092.93

Bank of Marin Waterways Savings -10195

Current Balance
Available Balance

\$469,477.59
\$469,477.59

Bank of Marin Measure D Reserves 14155 -14155

Current Balance
Available Balance

\$876.74
\$876.74

Bank of Marin Measure G Savings -37296

Current Balance
Available Balance

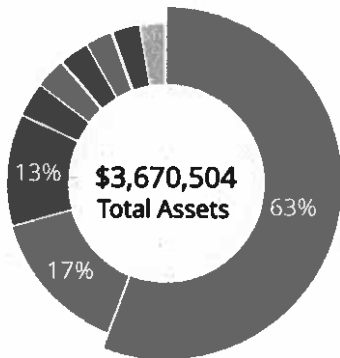
\$617,147.25
\$617,147.25

Bank of Marin Measure A Savings -38521

Current Balance
Available Balance

\$145,997.17
\$145,997.17

ASSET SUMMARY



Operations Savings

XXXXX07191

63.29%

Current Balance
Available Balance

\$2,323,092.93
\$2,323,092.93

Lisa Lue

From: Kelly O'Haire <kohaire@yahoo.com>
Sent: Saturday, March 22, 2025 12:47 PM
To: Lisa Lue
Subject: Fw: Capital Projects

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Ms. Lue,

As I stated at the 3/20/2025 CSD meeting, in the past, I attended two CSD Board meetings and spoke about the erosion of the shoreline next to 10 Cavalla Cay. At the first meeting (probably 2021), I was told by Mr. Latanzio that we were "on the list." I notified my concerned neighbors that the CSD was going to repair the eroding shoreline. That meeting was before 02/28/2022, because that is the date I accessed and discovered that we were not on the Capital Improvements List. After I discovered this, I told my neighbors that we were not on the current Capital Improvements List, and I emailed some of them the list. I also emailed Ms. Carmargo (see thread below). After I received this reply message from Ms. Carmargo, I attended another CSD meeting and brought it up again. I believe the new Director, Mr. Gadoua, was at that meeting. I signed up for public comment, and I went over this again. At this second meeting, Mr. Latanzio again told me that we were "on the list." I again told my neighbors that the CSD was taking care of this. I later reviewed the task list and saw that there is no mention of this area on the dredge/repair list.

This is a CSD maintained property, and it is regularly trimmed and maintained by the gardeners. Something else to know is that it has become a nesting site for night herons. Night herons are a large bird and they regularly nest in the trees on this property. Their numbers have grown substantially.

The message sent on March 1, 2022 (below) was sent after I first discovered that we were not on the Capital Projects list. It appears from my messages that I found and accessed that list on 2/28/2022.

Please forward this message to the Board.

Thank you,

Kelly O'Haire

----- Forwarded Message -----

From: Noemi Camargo Jepsen <ncamargo@bmkcsd.us>
To: Kelly O'Haire <kohaire@yahoo.com>
Sent: Thursday, March 3, 2022 at 11:00:08 AM PST
Subject: RE: Capital Projects

Kelly, I will bring this up to the CSD board and District Engineers. I do not have a note on any staff going onsite to your neighbors to take a lot at the property.



Noemi Camargo Jepsen
District Manager

(415) 883-4222

(415) 883-3683 Fax
ncamargo@bmkcsd.us

From: Kelly O'Haire <kohaire@yahoo.com>
Sent: Tuesday, March 01, 2022 1:46 PM
To: Noemi Camargo Jepsen <NCamargo@bmkcsd.us>
Subject: Capital Projects

Dear Ms. Camargo,

We live at 71 Caribe Isle. Across from our home, and adjacent to the corner home on Cavalla Cay is a piece of maintained CSD land that is next to the first home on the right side of Cavalla Cay. It is covered in ice plant and trees/bushes. Over time, the land has slipped into the lagoon and made the shoreline (and about ten feet into the water) too shallow to navigate. The corner home has not been able to use their dock and boat because the water is too shallow. I believe he has contacted someone at the CSD, because I saw him talking to someone about it and showing him the problem. It appears that the area needs to be shored up and dredged. We are hoping that you can add this to the list of projects. If need be, I am happy to show someone the area. Also, there used to be an open pipeline under Cavalla Cay that helped circulate the water. This pipe is closed up with debris. Perhaps that would help the problem.

Lisa Lue

From: Cheryl Furst
Sent: Friday, April 11, 2025 11:49 AM
To: Lisa Lue
Subject: Fw: CivicPlus Recreation Management Demo Recap-quote
Attachments: BMK.pdf

From: Dustin Care <dustin.care@civicplus.com>
Sent: Monday, April 7, 2025 12:20 PM
To: Cheryl Furst <cfurst@bmkcsd.us>; Natalia Shorten <nshorten@bmkcsd.us>
Subject: CivicPlus Recreation Management Demo Recap

Hi Cheryl and Natalia,

Thank you taking the time to meet with me earlier.

I have attached the quote for our solution and the call link is listed below.

To answer your questions from earlier:

1. **Surcharges:** Creating a surcharge in Recreation Management will not result in a 100% recovery of payment gateway service fees. When charging a surcharge within Recreation Management for Debit/Credit/ACH payments, the cost of the item plus the surcharge is sent to your payment gateway as a grand total. The payment gateway calculates their transaction fee on top of this total.

For example, if a class registration is \$100 and your agency has a surcharge of 2% the customer would pay a \$2 surcharge for a total of \$102.

In turn, the payment gateway would then charge their service fees (for example 2%) for a total of \$102. In that case, the total payment gateway service charge that you, the agency, owe the payment gateway would be \$2.04. This is not a complete recovery (loss of \$0.04) but charging a convenience fee in Recreation Management will help to offset payment gateway service fees.

2. **Allowing Public Adjustments:**

Changing Hours to less originally scheduled for or full cancellations: If the organization allows public refunds online, any refund due to the customer is put as a credit on their account. Staff could then convert that amount to the customers card if a card was used for the original purchase.

If they want to add more hours: Any additional costs would be a balance they can pay online or staff can invoice



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-93162-1
 2/20/2025 1:50 PM
 4/21/2025

Client:
 Bel Marin Keys Community Services District, CA

Bill To:
 BEL MARIN KEYS COMMUNITY SERVICES
 DISTRICT, CALIFORNIA

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|-------|---------------------------|-----------------|----------------|
| Dustin Care | | dustin.care@civicplus.com | | Net 30 |

One-time(s)

| QTY | PRODUCT NAME | DESCRIPTION | 12 Month Value |
|------|---|---|----------------|
| 1.00 | Recreation Management Standard | Standard package -Project Coordination -Branded Public Portal -Help Center Access | USD 1,838.00 |
| 2.00 | Recreation Management Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours | USD 1,500.00 |
| 1.00 | Recreation Management Virtual Consulting (Half Day Block) | Consulting (Virtual) - half day, up to 4 hours | USD 750.00 |
| 1.00 | CivicPlus Payments | CivicPlus Payments to be applied to product | USD 0.00 |
| 1.00 | Terminal Ingenico Lane 3000 | Terminal Ingenico Lane 3000 | USD 490.00 |

Recurring Service(s)

| QTY | PRODUCT NAME | DESCRIPTION | 12 Month Value |
|------|---|--|----------------|
| 1.00 | Recreation Management Annual Fee | Recreation Management Annual Fee | USD 3,500.00 |
| 1.00 | CivicPlus Payments - Merchant Fees (MFTCPA) | Per Tran .30 ACH 1% ACH Max \$5 ACH Reject \$15 CC 3% AMEX 3.5% Dispute \$15 | USD 0.00 |
| 1.00 | Terminal Support Annual Fee | Terminal Service Annual Fee -Per Terminal | USD 120.00 |

| QTY | PRODUCT NAME | DESCRIPTION | 12 Month Value |
|------|---------------------|---|----------------|
| 1.00 | Document Management | Document Management Module: Enabled to allow customers to upload documents and staff to manage records. | USD 2,500.00 |

| | |
|---|---------------|
| List Price - Initial Term Total | USD 12,698.00 |
| Total Investment - Initial Term | USD 10,698.00 |
| Annual Recurring Services (Subject to Uplift) | USD 6,120.00 |

| | |
|-------------------------------|-----------------------------------|
| Initial Term | 12 Months |
| Initial Term Invoice Schedule | 100% Invoiced upon Signature Date |

| | |
|-------------------|---|
| Renewal Procedure | Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date |
| Annual Uplift | 5% to be applied in year 2 |

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-93162-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Bel Marin Keys Community Services District, CA

Web Central Starter: Summary

Proposal valid for 60 days from date of receipt



Company Overview

CivicPlus started back in June of 1998 with a simple yet powerful vision: to create a website solution that allowed municipal staff to maintain their websites daily without needing a technical webmaster. As technology advanced, we saw our customers' need to bring more services online. We expanded our vision to make local government work better as a whole.

Today, CivicPlus provides public sector technology that automates processes, digitizes services, and enhances civic experiences. Our wide range of government software solutions are designed to be flexible, scalable, and customizable, ensuring a frictionless experience for residents and staff. Our portfolio includes solutions for:



- Process Automation and Digital Services
- Planning, Permitting, Licensing, and Code Enforcement
- Fire and Life Safety Inspections
- Asset Management
- Utility Billing
- Social Media Archiving
- FOIA Management
- Municipal Websites
- Web Accessibility
- Agenda and Meeting Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management

EXPERIENCE & RECOGNITION

25+ Years

10,000+ Customers

950+ Employees



CivicPlus has over 25 years of experience working with municipal organizations across the US and Canada. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 10,000 customers and their over 100,000 administrative users. In addition, over 340 million residents engage with our solutions daily. With such experience, we are confident that we can provide the best solution for you.

CONTACT INFORMATION

Primary Office

302 S. 4th Street, Suite 500, Manhattan, KS 66502

Phone: 888.228.2233 | Fax: 785.587.8951

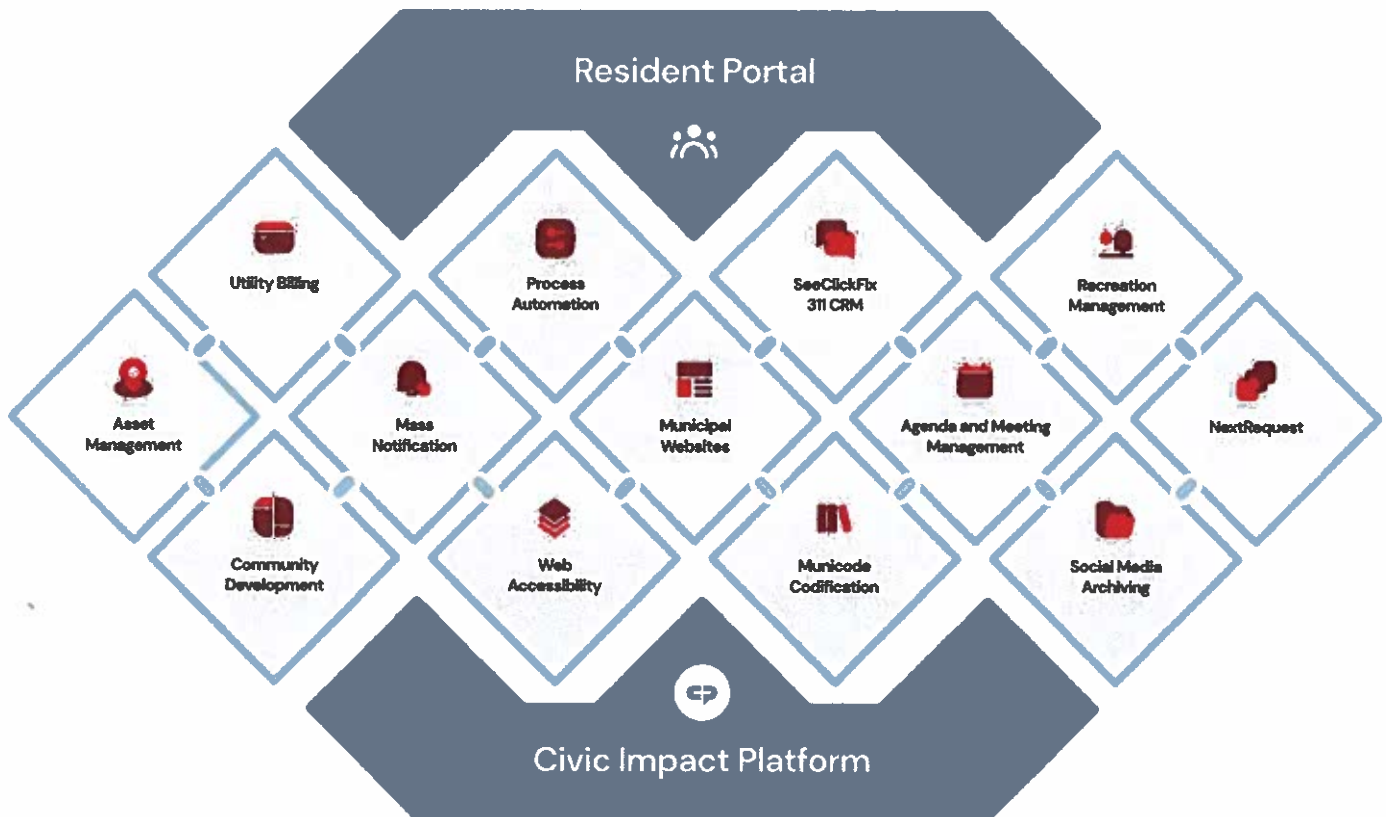
Civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

CivicPlus is the only government technology company exclusively committed to powering and empowering governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.



| Website | Standard | Premium |
|-------------------------------------|----------|---------|
| One-Time Standard Implementation | \$850 | \$1,700 |
| Annual Subscription Fees | \$4,664 | \$5,772 |
| Bundling Discounts Available | | |

| Base Inclusions | | | Price |
|---|-----------------|---|-------------------------------------|
| Agenda Center | Graphic Links | Cloudflare Tier 1 Security for PCI Compliance and Visitor Surges. | Included |
| Calendar | Quick Links | DNS Domain Management | |
| Alert Center | Info Advanced | SSL Management | |
| Document Center | News Flash | Hosting and Security | |
| Notify Me | Staff Directory | | |
| Form Center | FAQs | | |
| Website Optional Add-On | | | Price |
| Live Training Per Module | | | \$375 one-time |
| Meetings and Agenda Migration per 100 Meetings | | | \$850 one-time |
| Standard Department Header Page | | | \$2,933 one-time \$813 annual fee |
| Premium Department Header Page | | | \$4,515 one-time \$938 annual fee |
| Accessibility with AudioEye | | | \$2,500 annual fee |
| CommonLook – PDF Remediation – One License | | | \$1,443 annual fee |
| 48 Month Redesign Annual Fee | | | Standard \$250 Premium \$425 |
| Facilities and Reservations Module | | | \$350 annual fee |
| Resource - Business Directory Module | | | \$350 annual fee |
| Activities Module | | | \$350 annual fee |
| Bids Posting Module | | | \$350 annual fee |
| Jobs Module | | | \$350 annual fee |
| Opinion Polls Module | | | \$350 annual fee |
| Real Estate Locator Module | | | \$350 annual fee |
| CivicSend – E News Letter Builder Added to Notify Me | | | \$750 one-time \$2,374 annual fee |
| CivicPlus Pay | | | \$1,785 annual fee |
| Additional Block of 500 Notify Me SMS Subscribers (Comes with a block of 500) | | | \$945 annual fee |
| Chatbot | | | \$2,750 annual fee |
| Other Popular Integrated Solutions | | | Price |
| Mass Notification | | | Ask Me – Scoping Necessary |
| Meetings and Agenda Management | | | Ask Me – Scoping Necessary |
| Social Media Archiving | | | Ask Me – Scoping Necessary |
| Next Request (Public Records Request) | | | Ask Me – Scoping Necessary |
| Municode Codification (Code of Ordinance) | | | Ask Me – Scoping Necessary |
| SeeClickFix 311 CRM | | | Ask Me – Scoping Necessary |
| Web Accessibility | | | Ask Me – Scoping Necessary |
| Community Development (Permitting, Licensing, Code Enforcement) | | | Ask Me – Scoping Necessary |
| Asset Management | | | Ask Me – Scoping Necessary |
| Process Automation (Advanced fillable forms with automated workflow) | | | Ask Me – Scoping Necessary |
| Recreation Management | | | Ask Me – Scoping Necessary |

Standard Package Designs

You will choose one of our fixed layout options as the base of your website. You will then be given the opportunity to submit personalized information, like imagery, branding, graphic button preferences, and more to be taken into design consideration. This finalized design will not only represent your unique community, but—combined with the functionality of the Web Central Starter CMS – will help you provide an attractive and convenient online resource for your community.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



Ludlow, MA



Rocky Hill, CT



Clark County, KY



Geneva, NY



Malvern, AR

Premium Package Designs

You will meet with your art director to discuss your website vision based on the goals and needs of your users. This process involves conversing with your art director on the order, placement, and format of your homepage content and design elements, aimed at achieving your usability goals. Your preferences will be solidified into a homepage layout wireframe, which will provide the structural blueprint for the visual design application.

We will then collaborate with you to customize your design to represent your community using your logo, chosen colors, and imagery. We will focus on including the functionality to meet your website needs, including an option for up to one Advanced Design Component, if desired. Advanced Design components provide next-level user engagement by leveraging the latest design enhancements in the Web Central Starter product. Your art director will help you choose the component that works best for your website and desired site maintenance level.

DESIGN EXAMPLES

The included design portfolio will provide you with an idea of the different directions we can take your creative design with the standard implementation package.



Burkburnett, TX



Greenbrier, TN



Cheverly, MD



Blaine, WA

Standard Package Timeline | 9-12 Weeks

| | | |
|---|------------------|---|
| PHASE 1: INITIATE | 2-4 Weeks | <ul style="list-style-type: none"> • Project Kickoff Meeting • Planning & Scheduling |
| PHASE 2: ANALYZE | 1-3 Weeks | <ul style="list-style-type: none"> • Customer Deliverable Submission |
| PHASE 3: DESIGN & CONFIGURES | 3-4 Weeks | <ul style="list-style-type: none"> • Design Concept Development • Content Development • Agendas & Minute Migration • Website Completion |
| PHASE 4: OPTIMIZE | 1-2 Weeks | <ul style="list-style-type: none"> • Website Finalization |
| PHASE 5: EDUCATE | 1-2 Weeks | <ul style="list-style-type: none"> • Training Engagement |
| PHASE 6: LAUNCH | 1-2 Weeks | <ul style="list-style-type: none"> • Launch Confirmation Meeting • Website Launch |

Premium Package Timeline | 16-28 Weeks

| | | |
|---|-------------------|---|
| PHASE 1: INITIATE | 2-4 Weeks | <ul style="list-style-type: none"> • Project Kickoff Meeting • Planning & Scheduling |
| PHASE 2: ANALYZE | 4-6 Weeks | <ul style="list-style-type: none"> • Customer Deliverable Submission • Design Discovery Meeting • Content Process Meeting |
| PHASE 3: DESIGN & CONFIGURES | 6-10 Weeks | <ul style="list-style-type: none"> • Design Concept Development • Design Concept Meeting • Content Development • Agendas & Minute Migration • Website Completion |
| PHASE 4: OPTIMIZE | 1-2 Weeks | <ul style="list-style-type: none"> • Website Finalization |
| PHASE 5: EDUCATE | 1-2 Weeks | <ul style="list-style-type: none"> • Training Engagement |
| PHASE 6: LAUNCH | 2-4 Weeks | <ul style="list-style-type: none"> • Launch Confirmation Meeting • Website Launch |

Approaching Your Project Implementation

Communication between you and your CivicPlus team will be continuous throughout your project. Sharing input and feedback through email, virtual meetings, phone calls, and our project management software will keep all stakeholders involved and informed. Cloud Coach offers task management transparency with a multi-level work breakdown structure and Gantt Chart-based project plan.

- Centralized project communication and task management tools are located in a cloud-based project workspace
- Tasks, deliverables, and milestones are aligned to your specific scope of work

The tools available through Cloud Coach combined with regular communication with your project manager provide you ample opportunities to quickly and efficiently review your project, check deliverables, and communicate feedback.

| Standard | Premium |
|--|---|
| <p>PHASE 1: INITIATE</p> <p>Project Kickoff – During this initial meeting, your project manager will perform introductions, detail deliverables needed, provide a high-level overview of the development process, and introduce tools and resources used to manage your project.</p> <p>Planning & Scheduling – You project manager will create a comprehensive project timeline based on the project scope and your specific needs.</p> | |
| <p>PHASE 2: ANALYZE</p> <p>Customer Deliverables – You will be responsible for submitting deliverables as outlined</p> | <p>PHASE 2: ANALYZE</p> <p>Customer Deliverables – You will be responsible for submitting deliverables as outlined.</p> <p>Design Discovery Meeting – Your project manager and art director will meet with you to discuss design preferences and establish design structure from flexible layout options.</p> <p>Content Process Meeting – Meet with your project manager and web content specialist to detail our content.</p> |
| <p>PHASE 3: DESIGN & CONFIGURE</p> <p>Design Concept Development – You’ll have the chance to review a responsive, functioning design concept prototype in an actual production environment. You will have the opportunity to evaluate the presented design concept and collaborate with our project team on any feedback and then final approval.</p> <p>Content Development – Our Content Development team will migrate the agreed upon number of pages of content (including their text, documents, and images) from your current website to your new, Web Central Starter website.</p> | |

Content will be enhanced for usability and accessibility, and we will organize your website pages to make them easy to navigate.

Agendas & Minutes Migration – The Content Development team will download, upload, and organize an agreed upon number of meetings to the Agenda Center module.

Website Completion – You will receive a completed production website featuring your approved design combined with the finished content.

PHASE 4: OPTIMIZE

Website Finalization – Both the Web Central Starter project team and you will prepare your website for launch. During this time, you will be able to make final adjustments to the content on your production website, as well as ensure overall satisfaction with your website.

PHASE 5: EDUCATE

Group Training – Throughout the development and after launch, you and your team can access on-demand training, resources, and educational opportunities. Our initial training is offered online to administrators and content contributors. Individuals can attend group training sessions in the weeks prior to going live.

PHASE 5: EDUCATE

Training Engagement – Our goal with your training plan is to give your staff the skills and tools they need to quickly and easily keep your website current. Your trainer will deliver training sessions for both administrators and users. These sessions will be customized to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future. The training session will use your production website so that users are familiar with your specific configuration, and you can obtain hands-on experience.

PHASE 6: LAUNCH

Website Launch Confirmation Meeting – Your Web Central Starter project team confirms all the details that are necessary to take your website live and explain what you can expect on launch day.

Website Launch – After final confirmation, your website will be made live and available to the public.

Your Role During Implementation

- To help create the strongest possible website, we will need you to:
- Choose your desired layout – *Standard Package Only*
- Complete the Content form – *Standard Package Only*
- Gather photos and logos that will be used in the overall branding and design
- Provide website statistics to be utilized in reorganizing your website content, navigation, and design (*if available*)
- Complete the Design Form to communicate design preferences
- Provide technical information in the DNS form for the set-up of your website domain name(s)
- Perform reviews and provide official approvals throughout the project
- Update the content on your current website and delete any pages you no longer need
- Track website updates to be completed during your training session
- Ensure you have the most up-to-date web browsers installed on your organization's computers
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources (computers, conference phone, etc.)

CMS Features & Functionality

CivicPlus' Municipal Websites Central Standard (Web Central Starter) content management system (CMS) is robust and flexible with all the features and functionality you need today and in the future. Developed for municipalities that need to update their website frequently, CivicPlus provides a powerful government content management structure and website menu management system. The easy-to-use system allows non-technical employees to efficiently update any portion of your website.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules & Widgets

RESIDENT ENGAGEMENT

Web Central Starter offers many effective and easy-to-use resident engagement features. These tools easily integrate with other key features.

Calendar – Create multiple calendars and events for upcoming activities that are viewable by list, week, or month.

Notices and Alerts – Post emergency or important information on your website and notify residents through email and SMS, via Alert Center.

Form Center – Create custom, online forms via simple drag-and-drop functionality. Track form submissions within the CMS and route email notifications to the appropriate individual(s).

News – Post news items and keep your residents up to date on important information via News Flash.

Notifications – Allow your residents to subscribe to receive text and email notifications on topics that are important to them via Notify Me® (includes up to 500 SMS users).

Pop-up Module – Use a pop-up modal to call attention to important information and notices, sitewide or on specific pages.

ASSET MANAGEMENT

Web Central Starter is fully equipped with a robust set of document and image management tools that work with other key features of our CMS, making it easy to build dynamic content that is easy for residents to navigate and access.

Agenda Center – Create and display meetings and agendas on the website utilizing our built-in Agenda Center module. For advanced functionality, including live meeting management, our integrated Agenda and Meeting Management product is available as an add-on.

Document Center – Organize and management documents in one central repository.

Public Images – Store all your images in one central location, to utilize individually or create slideshows on our site. Use the built-in editor to crop and resize photos, as needed. Images are optimized for performance, mobile responsiveness, and contain alt text for accessibility compliance.

INFORMATION & NAVIGATION

Organize your content and pages to make it easy to locate the information you and your residents need most with modules that help you update information quickly.

Easy for Residents to Navigate – An intuitive design, mega menu options, prominent buttons, and dynamic breadcrumbs throughout your site, all allow residents to easily find what they're looking for.

Frequently Asked Questions (FAQs) – Provide answers to the most frequently asked questions to reduce phone and foot traffic for staff.

Graphic Links – Create visually appealing buttons to direct users to important information.

Info Advanced – Use Info Advanced to create engaging displays of information for reuse throughout the website.

Quick Links – Provide links to highly requested services and information. These are commonly displayed in website footers and right-hand navigation.

Staff Directory – Provide contact information for departments and individual staff members. Use the information throughout the site and keep updated in one location. The Staff Directory widget allows you to quickly place specific persons or departments on relevant pages.

COMMONLY USED WIDGETS

An extensive widget library is available for ease of placing dynamic and visually appealing information on specific pages. Each widget is easy to use with drag-and-drop functionality and is configurable with individual styling options.

Custom HTML Widget – Embed videos or other HTML features in your page.

Editor Widget – Edit text with word processing tools, plus web tools like code view and the Accessibility Checker.

Form Center Widget – Embed simple forms on a page.

Image Widget – Add images to a page.

Related Documents Widget – Create a dynamic list of documents referenced in the Document Center.

Slideshow Widget – Add a slideshow of images.

Tabbed Widget – Organize larger pages of information in horizontal, vertical, or stacked vertical or accordion style tabs.

ADMINISTRATIVE FEATURES

The administration of your Web Central Starter website is browser based, with no installation of software needed. You'll be able to update your website from an internet connection on any platform (Mac or PC). Administrators can control access to pages and manipulation of content as well as use automated features to streamline processes.

Administrative Dashboard – A home base for messages and quick access to your recent activities and time-sensitive action items such as pending approvals and expiring items.

Content Scheduling & Versioning – Set your content to auto-publish and auto-expire, with an archive of all published content and previous versions.

Dynamic Page Components – Modules such as Calendar, FAQs, and News Flash, may be included as dynamic page components on any page.

History Log – Track changes made to your website.

Intranet – Use permissions to set a secure location on your website that allows employees to login and access nonpublic resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Pending Approval Items – Administrators have access to a queue of pending items to be published and reviewed.

Website Statistics – Provided website analytics for analysis.

USER-FRIENDLY FEATURES

Not only is Web Central Starter easy for your staff to use, various administrative features help make a more attractive, engaging, and intuitive website for your community.

Automatic Alt Tags – Built-in features assist with ongoing ADA compliance of your website.

Credit Card Processing – With the add-on feature CivicPlus Pay (Pay), you can integrate with an approved payment processor to accept payments on your website (separate agreement must be made directly between you and the chosen approved processor). Additional fees apply.

Preset Styling Standards and Ongoing Styling Flexibility – Site changes automatically inherit design standards and styles that you've set up for your homepage, interior layouts, and simple layouts. This keeps your website looking clean and always matching. We also offer large amounts of flexibility with placement and styles on an ongoing basis. As you edit your website, you can easily adjust the location and style of widgets, content, carousels, lists, calendars, etc. to meet the look and feel you need for that area.

Link Redirects – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>.

Live Edit – See where your information will be posted on a page before you make any changes with our WYSIWYG editor and drag-and-drop tools.

Maps – Easily embed maps from Google, ESRI, and more using the HTML widget. **Mega Menu** – A main navigation menu makes it easy to get to any page on your website quickly.

Predictive Site Search – Our powerful site search functionality automatically indexes all content making it easy for visitors to find information across pages, documents, and images.

Site Search Log – All search words are kept in a log.

Real Simple Syndication (RSS) Feeds – Administrators and website visitors can use RSS feeds to display content or be notified of content updates.

Responsive Design – With responsive design, your website adjusts to the screen size regardless of what device is being used, providing a seamless user experience.

Social Media – Set various modules to automatically post to your Facebook and/or X (formerly Twitter) feeds and incorporate compatible social media feeds and widgets into your website.

Supported Browsers – View your website in the latest versions of major browsers including Microsoft Edge, Firefox, Safari, and Chrome.

Third-Party Access – Utilize iframes, embeds, and/or links to most of your third-party services. Or use our growing list of APIs to build applications right from your website.

Translation – Integration with Google Translate translates web pages into over 100 languages.

ACCESSIBILITY COMPLIANCE

With over 20% of adults in the United States having a disability, you need a website that conforms to all residents. CivicPlus wants to help our customers maximize accessibility for all users and surpass Section 508 ADA accessibility requirements while providing you the freedom to create a visually rich and appealing website. Our multi-faceted approach sets you up for success:

- We build websites using WCAG guidelines to be highly accessible at go live.
- Our trainers will teach your staff best-practices to keep your content and design elements accessible and up to date with the latest ADA/ WCAG standards.
- Your staff can use the Accessibility Checker included within the CMS to scan content created in the editor for accessibility issues so you can correct them before publishing.
- Any new regulations that require code changes are done automatically by our product team, at least quarterly, with no additional effort required from you.
- In addition, our product team updates our best practices and provides regular updates to customers via the CivicPlus website, blog articles, webinars, and other publications.

Due to the dynamic nature of website content updates, an ongoing accessibility solution can be incredibly beneficial in ensuring sustained accessibility compliance. CivicPlus provides three long-term web accessibility solutions offering varying approaches to help with your compliance maintenance challenges. Additional details and/or a quote can be provided upon request.

- **AudioEye Partnership** – CivicPlus partners with AudioEye to provide a suite of accessibility tools and services for WCAG 2.2 compliance at a discounted rate to our customers.
- **Acquia Optimize: Website Optimization & Compliance Tools** – Acquia Optimize is an easy-to-use web governance platform available to purchase and add to your project. Acquia Optimize’s tools help you identify, prioritize, and address content quality assurance and accessibility issues on your website so that you can achieve and maintain compliance according to WCAG 2.1 standards. Further, we can help you meet the latest data privacy and government policy standards.
- **CivicPlus CommonLook Accessibility Software** – Efficiently and accurately ensure PDFs are accessible to all members of your community. CommonLook provides an all-in-one environment for testing, remediating, and verifying PDF documents and provides a set of automated tools.

ADD-ON MODULES

In addition to our comprehensive CMS offering, we provide a range of additional modules designed to enhance functionality and meet specific organizational needs. Each module is tailored to deliver specialized capabilities, ensuring you have the flexibility to create a solution that aligns perfectly with your objectives. Please reach out if you are interested in including any of these options into your new CMS project.

Blog – Post opinions/information about various community topics and allow resident comments and subscriptions.

Get Community Input – Post initiatives and project ideas to receive feedback and interact with your residents via Community Voice.

Opinion Poll – Poll your residents on important topics by showing the Opinion Poll widget on relevant pages, to grab resident attention and quickly capture their responses to your polls. Polling helps with gathering and evaluating resident feedback, increasing resident engagement, and understanding your community.

Photo Gallery – Display photos of parades, local sporting events, or historical locations through albums or slideshows. Users can vote on favorites or share via email and social media.

Archive Center – Manage and retain serial and older documents.

Real Estate Locator – Lets community members list and manage residential and commercial properties separately, with dedicated search functions. Users can post and manage listings 24/7 after setting up a profile and paying a subscription fee, while administrators can approve or auto-publish listings.

Resource Directory – Use the Resource Directory to showcase information on local businesses and/or community resources.

Activities – Create and post activities, events, and classes so residents can register for them and even pay online. Your administrators can view and create rosters. The Activities module integrates with the Facilities module so residents can view the location of the activity.

Facilities & Reservations – Display facilities on your site for residents to browse. Allow them to filter by amenities, view facility details, and even make reservations online.

Job Postings – Post available jobs online and accept online applications.

Bids – Post open bid opportunities for contractors to view available work, download supporting documentation, receive notifications on posted opportunities and submit bid applications online.

Continuing Services

Technical Support & Services

With technology, unlimited support is crucial. Our live technical support engineers based in North America are ready to answer your staff members' questions and ensure their confidence. CivicPlus' support team is available 7 a.m. – 7 p.m. CST to assist with any questions or concerns regarding technical functionality and usage of Web Central Starter.

CivicPlus Technical Support will provide a toll-free number, online chat support, as well as an online email support system for users to submit technical issues or questions. If the customer support specialist is unable to assist with the question or issue, the three-tier escalation process will begin to report issues to our product engineering team for resolution.

Emergency technical support is available 24/7 for designated, named points-of-contact, with members of CivicPlus' support teams available for urgent requests.

CIVICPLUS HELP CENTER - CivicPlus customers have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. Our Help Center is continually monitored and updated by our dedicated Knowledge Management Team to ensure we are providing the information and resources you need to optimize your solution. In addition, the Help Center provides our release notes to keep your staff informed of upcoming enhancements and maintenance.

AWARD-WINNING - CivicPlus has been honored with three Gold Stevie® Awards, six Silver Stevie® Awards, and nine Bronze Stevie® Awards. The Stevie Awards are the world's top honors for customer service, contact center, business development, and sales professionals.

CONTINUING PARTNERSHIP - We won't disappear after your website is launched. You'll be assigned a dedicated customer success manager who will partner with you by providing information on best practices and how to utilize the tools of your new system to most effectively engage your residents.

Support at a Glance

- Technical support engineers available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)
- Accessible via phone, email, and chat
- 4-hour initial response during normal hours
- 24/7 emergency technical support for named points of contact
- Dedicated customer success manager
- Online self-service help with the CivicPlus Help Center (civicplus.help)

ENGAGEXCHANGE

The ENGAGEXCHANGE is an online community and the central hub of ideas, guidance, tips, advice, and more for our Web Central Starter customers. It reflects our commitment to:

Connection – Customers can connect with their peers to ask questions, discover solutions, share ideas, and join focus groups and beta opportunities.

Direction – Customers will have the opportunity to provide targeted input on the future direction of the Web Central Starter roadmap and will be able to submit ideas for improvements and enhancements. MAINTENANCE CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our customers' web solutions. Our standard maintenance includes:

- Full backups performed daily
- Regularly scheduled upgrades including fixes and other enhancements
- Testing
- Development
- Operating system patches

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our customers' websites seriously. Redundant power sources and internet access ensure consistent and stable connections. You'll find that our extensive, industry-leading process and procedures for protecting and hosting your website are unparalleled. We offer secure data center facilities, constant and vigilant monitoring, and updating of your system, including 99.9% guaranteed up-time (excluding maintenance).

If you experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options available to you at the time of an event. Whatever your needs are, we have an option that will fit your community.

| | |
|---------------------------------|--|
| Data Center | <ul style="list-style-type: none"> • Highly Reliable data center & secure facility • Managed network infrastructure • On-site power backup & generators • Multiple telecom/network providers • Fully redundant network • System monitoring – 24/7/365 |
| Bandwidth | <ul style="list-style-type: none"> • Multiple network providers in place • Burst bandwidth – 22 Gb/s • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) |
| Hosting | <ul style="list-style-type: none"> • Web Central Starter software updates • Server management & monitoring • Multi-tiered software architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability |
| Disaster Recovery | <ul style="list-style-type: none"> • Emergency after-hours support, live agent (24/7) • On-line status monitor by Data Center • 8-hour guaranteed recovery TIME objective (RTO) • 24-hour guaranteed recovery POINT objective (RPO) • Pre-Emptive monitoring for disaster situations • Multiple, geographically diverse data centers |
| DDoS Migration | <ul style="list-style-type: none"> • Defined DDoS Attach Process • Identify attack source and type • Monitor attack for threshold* engagement |
| DDoS Advanced Security Coverage | <ul style="list-style-type: none"> • Not Included – additional coverage available at time of event (fees will apply) |

*Thresholds: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during an attack.

Optional Website Enhancements

RECURRING REDESIGN

At CivicPlus, we understand trends change daily and we continually analyze different ways to design our websites—making it easier and more user friendly for your residents to navigate. One of our best practices to help keep up with these new trends is by adding a redesign to your project. During the redesign, you'll also receive a quality control review to ensure content is as expected with the new design application (although no changes will be made to the content itself). With this new design, you'll stay up to date with current trends and best practices, providing a welcoming yet familiar virtual hub to engage your community.

AUDIOEYE MANAGED

AudioEye offers a range of products and services from self-service to turnkey managed solutions. At the core of AudioEye, is the Digital Accessibility Platform (DAP), this powerful tool empowers auditors, designers, and developers to understand issues of accessibility and improve website infrastructure thorough the use of an innovative and easy to-use interface. The AudioEye Toolbar offers web personalization tools. Conforming to Web Content Accessibility Guidelines (WCAG) 2.2 has never been easier.

ACQUIA OPTIMIZE: WEBSITE OPTIMIZATION & COMPLIANCE TOOLS

Acquia Optimize empowers government organizations to maintain accessible, high-quality websites that comply with WCAG 2.1 standards and other international accessibility regulations, such as ADA, Section 508, and EN 301 549. Its accessibility tools identify and address web issues, providing actionable recommendations to enhance user experiences for all. Acquia Optimize's content policies module ensures consistency and accuracy by scanning for content errors or violations of brand, regulatory, or industry standards. The quality assurance tools detect and fix broken links, images, misspellings, and other issues that could hinder navigation or usability. Additionally, the data privacy module scans for sensitive information, prioritizes high-risk violations, and helps organizations reduce privacy risks. Together, these features enable government organizations to deliver inclusive, reliable, and secure digital services.

CIVICPLUS CHATBOT POWERED BY FRASE

CivicPlus Chatbot is designed to convincingly simulate the way a human would behave during a customer service interaction. Our advanced technology combines the power of site search and artificial intelligence (AI) to deliver exceptional customer experiences to residents using your website. Our Chatbot crawls your website and other linked databases to create a continually, automatically updated, AI-powered knowledgebase that you don't have to maintain separately.

PLATFORM IDENTITY PROVIDER (IDP) INTEGRATION

CivicPlus offers IdP integration capabilities, which means you'll benefit from easier integration between your Web Central Starter website and your favorite third-party solutions. Provide single sign-on (SSO) functionality to streamline managing and supporting user credentials and identify management solutions. CivicPlus IdP partners include Microsoft's Entra ID, Microsoft's Active Directory Federation Services (AD FS) versions 3.0, 4.0, and 5.0, and Okta.

STANDARD DEPARTMENT HEADER PACKAGE

A department or division within your organization may need a personalized digital presence. A Department Header Package is a cost-effective way for these groups to differentiate themselves informatively and graphically from the look of the main website while still benefiting from the functionality, service, and support of your Web Central Starter system. Unique customizations include:

- Department-specific URL
- Separate SSL Certificate / DNS & Hosting
- Department Logo
- Global Navigation and Menus
- Banner Image(s) and/or Slideshow Image(s) (if applicable)
- Graphic Links
- Widget Content

BANNERS

A cost-effective way to bring a different look to specific pages or departments is by placing a unique banner image on those pages. Each banner can rotate through as a slide show.

CIVICPLUS MARKETPLACE APP

The CivicPlus Marketplace App is a fully configurable mobile application that serves as a centralized digital hub for community engagement across all CivicPlus solutions. Offering residents convenient access to your agency's information and services, as well as native SeeClickFix 311 CRM starter functionality, the app enhances transparency, service accessibility, and community satisfaction by serving as a mobile gateway to essential services and civic resources.

Our app offers extensive customization options, allowing agencies to configure branding, buttons, and links in real time to maintain brand consistency and enhance the user experience with over 300 configurable icons. It integrates seamlessly with CivicPlus solutions, including SeeClickFix 311 CRM, municipal websites, and mass notifications, providing a unified platform for streamlined engagement. The app improves service visibility and trust by enabling quicker responses to resident concerns and supports diverse community needs, from reporting issues to registering for classes. Additionally, its multi-jurisdictional capabilities allow residents to engage across neighboring areas while offering agencies control over displayed branding and information.

UPGRADE TO GUARDIAN SECURITY

Our Guardian Security Package provides a comprehensive, cost-effective solution tailored for local governments seeking robust security without breaking the bank. Powered by enterprise Cloudflare, this package includes:

- Web Application Firewall (WAF) fully customized for our application
- OWASP ModSecurity Core Rule Set for protection against the Top 10 vulnerabilities identified by the Open
- Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User Agent Blocking rules to block specific browser or web application User-Agent request headers
- Visitor blocking or challenging by IP address, autonomous system number (ASN), or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

UPGRADE TO PLATINUM SECURITY

CivicPlus' Platinum Hosting and Security package comes with enterprise-level Cloudflare software and:

- Fully customized Web Application Firewall (WAF), customized for our application
- OWASP ModSecurity Core Rule Set protects you against the Top 10 vulnerabilities identified by the Open Web Application Security Project (OWASP), such as SQL injection (SQLi) and cross-site scripting (XSS) attacks
- User agent blocking
- Block or challenge visitors by IP address, autonomous system number (ASN) or country code
- Reputation-based threat protection and collective intelligence (CI) to identify new threats

CONSULTING ENGAGEMENT

Implementing a new software solution is a huge undertaking. Not only does it touch every department in your organization, it has the potential to positively impact the end-users in your community. Sometimes getting to that positive end point is tough with incongruent agendas from stakeholders such as elected officials and department heads. CivicPlus consulting helps your organization do the heavy-lifting, starting with data-driven research and ending with service-level process optimization. We'll help you facilitate the tough conversations and guide you to set realistic timelines and tasks for implementation as well as assist you in setting goals and sustainment plans for your launch and beyond.

CREDIT CARD PROCESSING WITH CIVICPLUS PAY

CivicPlus Pay (Pay) is our integrated, secure, PCI-compliant, utility application. Pay acts as the connector to facilitate a transaction between the CivicPlus solution and the selected payment gateway. CivicPlus has partnered with several integrated gateways which we can assist with the facilitation, set-up, support, and troubleshooting services. Pay can also integrate with many other supported gateway providers in addition to our partner network, in a more limited fashion, to assist you in developing a successful system. To utilize any of the approved gateways, an agreement will need to be executed directly between you and the vendor, that will assess separate merchant account and transaction fees. Additional information can be provided upon request.

Because EMV and Card-Swipe devices are encrypted specifically for individual payment gateways, you'll need to procure any required devices directly from your selected gateway provider for either purchase or rent.

Invoicing Details

- 100% of Year 1 cost upon contracting.
- Annual recurring services shall be invoiced on the start date of each renewal term.
- Annual recurring services shall be subject to a 5% annual increase beginning in year 2 of service.
- All invoices are due within 30 days of the date of such invoice.

If the payment terms noted above does not meet your needs, please discuss with us so that we can try to accommodate your goals.

Disclaimer

PROPOSAL AS NON-BINDING DOCUMENT

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



Bel Marin Keys Community Services District, CA

Agenda and Meeting Management

Options, Features, Implementations

Executive Summary

Proposal valid for 60 days from date of receipt



Powering and Empowering
Government

| Features, Services & Implementations | Select Lite | | Select Pro | |
|--|------------------------|---------|------------------------|---------|
| | Standard | Premium | Standard | Premium |
| Implementation Package | Unlimited Users | | Unlimited Users | |
| User Configurations (1 Bulk Import) | Unlimited Users | | Unlimited Users | |
| Meeting Types and Board Configurations | 5 | | 10 | |
| Event Template Configurations | 10 | | 20 | |
| Virtual Training | 4 hours | | 4 hours | |
| Virtual Consulting | 1 hour | | 1 hour | 2 hours |
| Implementation Timeline | 14-16 Weeks | | 14-16 Weeks | |
| SSO, CivicPlus Public Portal & Notifications | ✓ | | ✓ | |
| Agendas and Meetings Management (AMM) Public Portal | ✓ | | ✓ | |
| Upload Agendas, Packets, Minutes & Supplementary Documents to AMM Public and Board Portals | ✓ | | ✓ | |
| Video Embeds in AMM Public Portal (YouTube) | ✓ | | ✓ | |
| Analytics | ✓ | | ✓ | |
| Upload Item Staff Reports | ✓ | | ✓ | |
| Create Items, Agendas & Packets | ✓ | | ✓ | |
| Agenda Design Configurations | 1 | | 1 | |
| Agenda Script Design Configuration per Agenda Design | 1 | | 1 | |
| Section Design Configurations per Agenda Design | 2 | 4 | 2 | 4 |
| Item Design Configurations per Agenda Design | 2 | 4 | 2 | 4 |
| Assign Item Status (Approve, In-Progress, Tabled) | ✓ | | ✓ | |
| Approval Workflows | | | ✓ | |
| Approval Workflow Configurations | | | 10 | |
| Create Item Staff Reports | | | ✓ | |
| Item Staff Report Design Configurations | | | 1 | |
| Field Configurations per Item Staff Report | | | 8 | 32 |
| Create Minutes | | | ✓ | |
| Record Manual Votes | | | ✓ | |
| Minutes Design Configurations | | | 1 | |
| Discussion Design Configurations per Minutes Design | | | 2 | |
| Minutes Snippets Configurations | | | 4 | |

| | Select Lite | Select Pro |
|--|--|--|
| One-Time Standard Implementation | \$1,825 | \$2,500 |
| One-Time Premium Layout Implementation | \$2,850 <i>*If selected, replaces the above fee.</i> | \$3,900 <i>*If selected, replaces the fee.</i> |
| Annual Subscription Fees | \$2,700 | \$3,800 |
| Funding Discounts Available | | |

| Optional Add-Ons | Pricing |
|---|---|
| Historical Meetings Imports with Video | \$1,500 One-Time – Less than 500 Meetings *Ask if More Than 500 Meetings |
| Historical Meetings Imports w/o Video | \$750 – Less than 500 Meetings Ask if More Than 500 Meetings |
| Additional Meeting Type Configuration (up to 5 meeting types) | \$525 One-Time |
| Additional Custom Templates (1 Template) *Available for Agenda, Item/Staff Report or Minutes | \$525 One-Time Select Lite: Agendas Only Unless Minutes is Purchased |
| Additional Approval Workflows (up to 5 workflows) | \$250 Select Pro Only |
| Create Minutes | \$775 One-Time + \$600 Annual |
| Virtual Training or Consulting | \$250 Per Session (Approx – 1 Hour) |



Good Morning, Lisa Lue

Measure D Reserves 14155 -14155

Last Updated: April 2, 2025 11:15 AM

\$876.74

Available Balance

\$876.74

Current Balance

Transactions

Details & Settings

(optional)



Search transactions

| Date | Description | Amount | |
|----------------|-------------------------------|-----------------|---|
| MAR 31 2025 | INTEREST | \$2.87 | ⋮ |
| | | \$876.74 | ⋮ |
| MAR 31 2025 | SERVICE CHARGE PAPER STMT FEE | (\$3.00) | ⋮ |
| | | \$873.87 | ⋮ |
| FEB 28 2025 | INTEREST | \$2.60 | ⋮ |
| | | \$876.87 | ⋮ |
| FEB 28 2025 | SERVICE CHARGE PAPER STMT FEE | (\$3.00) | ⋮ |
| | | \$874.27 | ⋮ |
| JAN 31 2025 | INTEREST | \$2.88 | ⋮ |
| | | \$877.27 | ⋮ |
| JAN 31 2025 | SERVICE CHARGE PAPER STMT FEE | (\$3.00) | ⋮ |
| | | \$874.39 | ⋮ |

00 44

emergency work on North Lock

From Brian Clark <bclark@bmkcsd.us>

Date Wed 4/9/2025 10:05 AM

To Lisa Lue <llue@bmkcsd.us>

Cc Steve Nash <snash@bmkcsd.us>

Monday April 7th, I was informed the North Lock Lagoon side light was not coming on. Upon inspection during my morning rounds. I found the steel Bracket the limit switches make contact with has rusted so bad it was flexing when coming in contact with the mechanical limit switch arms. While looking for mobile welders, Lisa contacted a local resident, Miles Sosso, who immediately showed up to the office and went to the North Lock with me to inspect it. We can to the conclusion the rust was too severe to weld it so he said he would fabricate a bracket to through bolt it to the face of the lock door and the bracket.

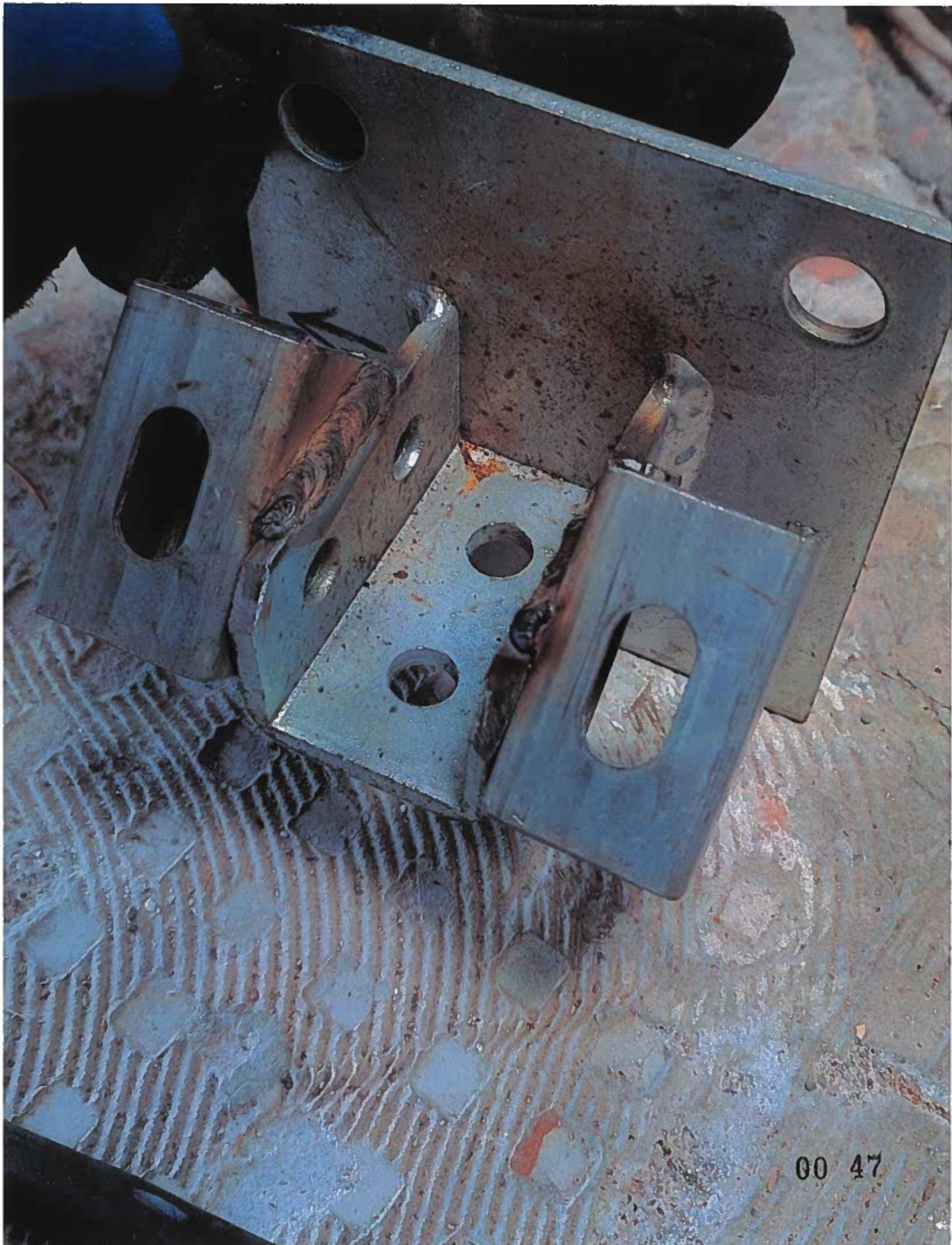
While doing my morning rounds Tuesday April 8th, I ran into Miles at the North Lock with the bracket in hand ready to install it. Within 30 min, Miles called me to inspect the bracket for proper spacing and contact with the limit switches. We tested the operation of the lock and it functioned properly three times in a row. I was very impressed with Miles fast response to the initial call and his creativity fabricating this bracket which now make this the most stable contact point on the North Lock. Will definitely be using him in the future and I am grateful for help in an emergency situation like this.

Brian Clark
Waterways Manager
Bel Marin Keys Community Service District
4 Montego Key
Novato Ca 94949
Office : 415-883-4222
Cell : 415-996-3900

Monday, April 7

00 46





00 47

AFS Inc.

Invoice

9 Gothic Dr
 Novato CA 94947
 Ph: 800 521-4448 Ph: 415 710-4442
 automaticfiresafety@gmail.com
 CSLB #749298

Date: 4/9/2025
 Invoice # 2921

| | |
|---|---------------------------------------|
| Bill To: | Project: |
| Bel Marin Keys Community Service District 4 Montego Key Novato CA 94949 | Locks Limit switch custom bracket. |

| | | | | | | | |
|---------|----------|---------|--------------|---------|----------------|------|--|
| Contact | Lisa Lue | Phone | 415 883-4222 | Phone 2 | | Fax: | |
| Terms | P.O. | Cell Ph | | E-Mail | llue@bmkcsd.us | | |

| Description | Q | Job Amt | Total % | Curr % | Prior % | Amount |
|---|---|---------|---------|--------|---------|--------|
| Fabricate custom limit switch bracket for locks Meet Brian at site for review of project Make template at site for new bracket Fabricate/Weld new bracket at shop Install bracket. Drill 6 - 1/2" holes and install new limit switch support with 1/2" nuts and bolts. Adjust bracket for limit switch tolerance. (With Brian) | | | | | | 680.00 |

The above prices and specifications of invoice are satisfactory and are hereby accepted. All work was performed under the same terms and conditions specified in the original work order/contract unless otherwise specified. Payment terms: Net 30. Contract/warranty is void if all payments and contractual terms and agreements are not met. AFS will provide labor using a subcontractor for all installations and labor quoted. Compliance with Davis-Bacon/prevaling wage rate requirements will occur. AFS nor our subcontractors are signatory to any unions. If union enrollment is required by our subcontractors for completion of this project. AFS will require a change order to cover the costs of a per enrollment and additional wage/benefit requirements.

| | | |
|---|-------------------------|----------|
| Please remit payment to above address. All payments to be made payable to AFS. Customer satisfaction is very important to us; our mission is to provide quality service to our diverse community. Please call us if you have any questions or comments. | Total | \$680.00 |
| | Payments/Credits | \$0.00 |
| | Balance Due | \$680.00 |

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Thank You!

Finance Charges on Overdue Balance @ 1.5% Per Month. All Expenses, Including court costs and attorney's fees, incurred in the collection of overdue accounts are chargeable to the customer.

PROPOSAL

Orlando's Landscaping

707 Vendola Drive
San Rafael, CA 94903
License # 1075896

This contract is entered into by and between **Orlando's Landscaping** a duly licensed California **Landscape Contractor** company, California State Contractor License #1075896 (herein Contractor), and Bel Marin Keys Community Service District. (herein Customer), whose address is Montego Key park. The effective date of this contract shall be 3/14/2025.

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

1. **General Description of the Project and Significant Materials**
 - 1.1. **Project Address: 8 Montego Key**
 - 1.2. **Remove and replace 3 failing fence posts. Set new posts in concrete and level.**
 - 1.3. **Set 10 panels between post and set/level bottom retaining board where loose or sagging.**
 - 1.4. **Existing fence panel materials to be used. (New fence posts and concrete included)**
 - 1.5. **Excludes all electrical, out buildings, sheds, materials, that may be in way of construction of fence.**

Cleanup:

Upon completion of the work, Contractor shall remove debris, surplus material, and old removed materials from Customer's property and leave it in a neat condition. No other work is promised or implied unless specifically set forth in writing.

Labor and Materials

Unless otherwise provided in the Contract Documents, the Contractor will provide and pay for all labor, (Prevailing wage) materials, equipment, tools, utilities, transportation, supervision, contract administration, and services necessary for proper execution and completion of work. Orlando's Landscaping makes no warranties and accepts no responsibilities regarding potential risks involving trees on this property. All invoices to be paid 100% upon completion of work.

Entire Agreement of the Parties

This Contract, including all documents expressly incorporated into this Contract, supersedes any and all agreements, either oral or written, between the parties with respect to Work to be performed or payments made under this Contract and contains all of the representations, covenants, and agreements between the parties with respect to the rendering of such Work pursuant to this Contract or payments made therefore. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not contained in this Contract, and that no other agreement, statement, or promise not contained in this Contract will be valid or binding. Any modification of this Contract will be effective only if it is in a writing signed by the party to be charged.

Customer shall pay Contractor the total amount of \$13,600.00 (the "Contract Price") for the work to be performed under this Contract, including profit, labor, equipment, and materials, which is subject to additions and deductions pursuant to change orders agreed upon in writing by the parties. The Contract Price Includes all work, labor, services, materials, and equipment necessary for the proper execution and completion of the work except items identified as to be provided by or paid for by Customer.

Customer: Bel Marin Keys Community Service District.

Address: 4 Montego Key

City: Novato State: CA Zip: 94949

Signature of Customer

____/____/____
Date



PCS



DOCK & MARINA CONSTRUCTION



8 Montego – Fence Repair

March 12, 2025

Peter DiPrete & Community Association
8 Montego Key
Novato, CA 94949

Dear Peter,

Premier Contracting Services (PCS) is delighted to present our pricing proposal for your Fence Repair.

PCS offers a wealth of expertise and is well-prepared to meet the specific needs of your construction project. We have over 30 years of Marina, Dock, Fence and Construction experience of successfully completing similar projects.

Our lump sum price is Twelve Thousand, Two Hundred dollars (\$12,200.00) exclusive of sales tax.

1. Scope of Work:

- Post Replacement – Unit Pricing per Post \$1,400
 - o Replace (3) three redwood 4x4 fence posts.
 - o Old concrete and post to be removed and disposed of
 - o Total Price - \$4,200
- Fence Panel Repair – Unit Pricing per panel - \$800
 - o Existing materials to be used
 - o Cut off material touching the ground to give 1” clearance to prevent dryrot
 - o We will adjust the spacing on the material as needed to support and repair the sagging fencing
 - o There are 10 Panels to repair – Total Price - \$8,000
- Pricing is for Prevailing Wage
- PCS will provide the trucking, dump trailer, tools, forklift, and any other tools or equipment needed to safely accomplish the entire scope.

2. Exclusions:

- Sales Tax
- Removal of obstructions not covered above
- Special signage
- Existing equipment that will be reinstalled, especially the power centers and electrical
- Permits, permit fees and licenses

- Regulatory permits
 - Regulatory compliance
 - Payment & performance bond
 - Union participation of any kind
 - Concealed or unknown conditions
3. Other Provisions:
- Prices are valid for 30 days
 - Payment terms: 40% deposit, balance & taxes are due upon completion. Deposit shall not be subject to retention. Payment is due 10 days after receipt of invoice. Interest shall be charged on past due accounts at 18% per annum. If PCS is required to employ an attorney to collect any past due amount dues as a result of the default of the Buyer, the Buyer shall pay all costs of the collection, including reasonable attorney's fees and court costs. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by binding arbitration administered by [Arbitration Institution] in accordance with its Construction Industry Arbitration Rules.
 - Credit card payments will require an additional 5% fee
 - Payment is not subject to retention
 - Backcharges for corrective work performed by Buyer or its representative will not be honored without PCS's prior written acceptance. PCS retains the right to perform corrective work on its own behalf.
 - Warranty: All newly installed dock components (lumber, fendering, hardware) and workmanship will be free of defects in materials and workmanship for a period of (1) one year.

We appreciate the opportunity to assist you with your construction and repair needs, and look forward to working with you. Please feel free to reach out with any questions or if you require further information.

Sincerely,

Ammon Riordan
 Premier Contracting Services
 CA Contractor's License #1121944

Project Address:

8 Montego Key
 Address

Novato, CA 94949
 City, State, Zip

Project Owner Information:

Peter DiPrete & Community Association
 Legal Name of Owner

 Signature

A signed copy of this proposal will serve as acceptance and agreement by the buyer to the purchase of materials and/or service described herein.

Dated: 2/10/25

By: _____

Printed Name: Ammon Riordan

Title: Owner

AFS INC.

9 Gothic Drive
Novato, CA 94947
PH:800 521-4448
CSLB 749298

WORK ORDER

Date: 4/7/2025

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| | | | | | | | |
|---|----------|----------------|----------------|----------------------|--|-------------|--|
| Bill To | | | | Ship To | | | |
| Bel Marin Keys Community Service District 4 Montego Key Novato CA 94949 | | | | 4/8 Montego Key | | | |
| Contact: | Lisa Lue | Phone: | 415 883-4222 | Alternate Ph: | | Fax: | |
| Cell Ph: | | E-Mail: | llue@bmkcsd.us | | | | |

| DESCRIPTION | QTY | COST | TOTAL |
|--|-----|-----------|-----------|
| Project: Fence Repairs. Demo and Fence Posts: 1. Demo, remove, dump old failing fence posts and concrete due to dry-rot. 2. Set 3 new 4x4 pressure treated post 2' deep in concrete with super stick building tape to prevent dry-rot. (AFS to supply new 3 new 4x4 fence posts, concrete, building tape) If additional posts need replacing due to discovery add \$1,360 per post Fence Panels: 1. Support and set redwood lower stringers with gap above dirt line to prevent dry-rot and level all sagging panels. 2. Support and set lower stringer where retaining dirt with backing materials to prevent dry-rot. 3. repair/set sagging loose panel boards. (Existing fence material to be used) (Total 10 Panels) Notes/exclusions: Additional electrical work may be required where fastened to backside of fence under shed. Small shed on backside of fence. Materials/items may need to be moved during construction for access. | | 11,900.00 | 11,900.00 |

AFS will provide labor using a subcontractor for all installations and labor quoted. Compliance with Davis-Bacon/prevaling wage rate requirements will occur. AFS nor our subcontractors are signatory to any unions. If union enrollment is required by our subcontractors for completion of this project. AFS will require a change order to cover the costs of a per enrollment and additional wage/benefit requirements.

ACCEPTANCE OF THIS WORK ORDER: Execution of this work order by the individual or authorized representative of the firm named above, is understood to be the final agreement of the parties which may not be modified or changed except by subsequent written agreement of the parties hereto. The above price/s, specifications and conditions are satisfactory and hereby accepted. This proposal when signed shall be understood to be legally binding agreement, incorporating by reference all terms and conditions of standard AIA subcontract agreement not in conflict with terms and conditions of this contract. All claims, disputes, or other matters shall be resolved by arbitration. You are authorized to do the work as specified.

_____ Acceptance Date _____ Signature _____ Print Name & Title _____

| | |
|--|--------------|
| | TOTAL |
|--|--------------|



Bel Marin Keys Community Services District

SCOPE OF WORK

Project Scope:

- A. The scope of work includes landscape maintenance to BMKCS D properties, including but not limited to Eight (8) Parks, Four (4) Boat Ramp Areas, Two (2) Navigation Lock Entry Areas, the Community Service Center, Median Strips along Bel Marin Keys Boulevard and the entry into the BMKCS D along with other smaller parcels which are located within the BMKCS D.
- B. Work shall include but will not be limited to the following: trimmings picked up at 11 Dolphin Isle; debris box placed at curb on Wednesday afternoon; mowing and edging; approved watering landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aeration; weekly trash pickup and debris control from all park and open spaces; replenish dog bags at each station if empty; ground cover care; irrigation systems maintenance; tree staking; immediate reporting of vandalism and/or safety hazards to District. It will be the Contractor's responsibility, without further direction from the District, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified for each job required by the District. Any time or days off, notification should be sent to the District Manager in writing, two weeks in advance.
- C. Provide proposal with sufficient information including labor/ materials/ overhead/ profit/taxes.

GENERAL CONDITIONS/PROJECT TIMELINE

- A. Any and all bidders are hereby notified that the work to be performed herein is for public benefit and as such, the District(s) may negotiate with some, all, or none of the responsive bidder(s) to obtain the best proposal and value for the work to be performed. A responsive bidder may be rejected without cause if it is deemed to be in the best interest of the District.
- B. Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before the award is made to any particular bidder.
- C. Each proposal shall be made out on a form to be obtained at the office of the District Manager and shall be submitted in hand only addressed to Ms. Lisa Lue, District Manager mailed or hand delivered to Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, on or before May 15, 2025 at 4:00 p.m. The BMKCS D will acknowledge that the proposals have been received.
- D. Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. The District reserves the right to waive any irregularities in the proposals received.
- E. The District reserves the right to reject any or all proposals. More than one proposal from an individual, firm or partnership, corporation, or association, under the same or different name, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one proposal for work contemplated, will cause the rejection of all proposals in which said bidder is interested. Proposals in which prices are obviously unbalanced may be rejected by the District.
- F. Each bidder is noticed that all Contractors performing work for the District is required to present evidence of Workers' Compensation and Employers' Liability Insurance coverage; a certificate of



Bel Marin Keys Community Services District

insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies of not less than \$1,000,000 for bodily injury or death arising out of any one occurrence and property damage limits of not less than \$2,000,000 arising out of any occurrence for each type of coverage; as well as excess liability coverage in an amount to be no less than \$2,000,000; as well as copies for said General Liability and Business Auto Liability Insurance Policies or an endorsement naming the Districts, its Board, and its officers, agents and employees as additional insured, a standard cross-liability endorsement, an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Districts has received written notification by first class mail from the insurance carrier of such cancellation or reduction, and an endorsement stating that the insurance afforded thereby to Districts and its officers, agents and employees shall be primary insurance to the full limits of the policy, and that if Districts and its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. The contractor shall further procure for the Districts' benefit, course of construction insurance coverage for all risks of loss in an amount equal to the completed value of the project. The certificates of insurance and copies of information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Districts before work commences. Bidders that may "self-insure" are to provide detailed evidence of coverage and may be required to produce additional financial disclosures, such that any and all concerns raised by any District shall be redressed to the satisfaction of said District. A bidder that fails to comply with the said additional requests by the District may be deemed to be unresponsive and as such may be precluded from any further consideration by the District(s).

- G. The award of a contract is subject to adequate funding being secured and then encumbered by the District, such that the contract is funded accordingly and sufficiently for the work to be performed herein.
- H. The AGREEMENT as set forth in these documents shall be the agreement that the Contractors shall execute with the District. Modifications of the AGREEMENT are not to be contemplated by the Contractor when submitted their proposal.
- I. Any question pertaining to the plans, specifications, or any of the Contract Documents shall be in writing, addressed to the attention of Ms. Lisa Lue, District Manager, if by mail, at The Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA; or email to llue@bmkcsd.us
- J. The District reserves the right to request change orders at any time.
- K. A successful bidder shall provide proof of a current business license issued by the jurisdiction where the work of improvement is to be conducted upon award of the Contract (State of California).
- L. A successful bidder shall, within ten (10) days from the date of a request by the District, enter into a contract with the District. The District reserves the right to accept a proposal and enter into a contract subject to review and approval by the BMKCS D Board of Directors.
- M. Each interested Contractor is invited, and strongly encouraged to attend a site walk through. The site walk is scheduled for May 8, 2025, at 10:00am. Contractors who are unable to attend this walk through may call the BMKCS D office and arrange a mutually agreeable time to view the BMKCS D facilities. If alternative times are requested, meetings are to be arranged with the BMKCS D office (415) 883-4222 (llue@bmkcsd.us). All Contractors are encouraged to re-visit the site as often as necessary to familiarize themselves of the work, any and all existing conditions as well as access to all of the properties as no additional compensation will be

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Bel Marin Keys Community Services District

considered by the District for any existing site conditions.

The BMKCSD will award one contract for services commencing on July 1, 2025, and ending on July 1, 2028. The District in its sole discretion may opt to extend the contract for a period of two additional years in 1-year increments. If the District accepts a proposal, it anticipates issuing a Notice of Award on or about May 20, 2025.

CONTRACTING WITH THE DISTRICT

The Bel Marin Keys Community Services District (BMKCSD) has adopted the *California Uniform Public Construction Cost Accounting Act (CUPCCAA, Act)*. The act was established in 1983 under the Public Contract Code section 22000 et seq. All parties wishing to submit a proposal for this proposed project should familiarize themselves with the Act. Additional information can be found on the California State Controller's Office, California Uniform Construction Cost Accounting Commission webpage at http://www.sco.ca.gov/ard_cuccac.html.

The Act allows for public project work in the amount of \$60,000 or less to be performed by the public agency's force account, by negotiated contract, or by purchase order. Section 22032(a). Public projects in the amount of \$200,000 or less can use the informal bidding procedures set forth in the Act in Section 22032(b). Public projects at a cost of more than \$200,000 shall use formal bidding procedures to let the contract. Section 22032(c).¹

For more information regarding contracting with the District including insurance limits, payment bonds, prevailing wage and other requirements please visit (website link) or contact BMKCSD at (415) 883-4222

DISCLAIMER

This solicitation does not commit the BMKCSD to award any funds, pay any costs incurred in preparing an application, or procure or contract for services or supplies. The BMKCSD reserves the right to accept or reject any or all applications received, negotiate with all qualified respondents, cancel or modify the solicitation in part or in its entirety, or change the application guidelines, when it is in its best interests.

¹

CONTRACT DOCUMENTS
for
Bel Marin Keys Community Services District
Landscaping Maintenance Services 2025-2028
for Existing Facilities
Novato, California



Owner:
Bel Marin Keys Community Services District
4 Montego Key
Novato, CA 94949
(415) 883-4222

REQUEST FOR PRICING – LANDSCAPING MAINTENANCE SERVICES

Notice is hereby given that the Bel Marin Keys Community Services District (the "District") will receive proposals for furnishing all labor, materials, transportation and services for the project known as:

Bel Marin Keys Community Services District Landscaping Maintenance Services 2025-2028 for Existing Facilities

Located within the Bel Marin Keys Community Services District (BMKCSD) with the District Office located at 4 Montego Key, Novato, CA 94949. Each proposal is to be in accordance with the specifications contained here in a good and workmanlike manner. Questions regarding this Request for Proposal should be directed to Ms. Lisa Lue, District Manager (415) 883-4222.

Project Scope:

- A. The scope of work includes landscape maintenance to BMKCSD properties, including but not limited to Eight (8) Parks, Four (4) Boat Ramp Areas, Two (2) Navigation Lock Entry Areas, the Community Service Center, Median Strips along Bel Marin Keys Boulevard and the entry into the BMKCSD along with other smaller parcels which are located within the BMKCSD.
- B. Work shall include but will not be limited to the following: mowing and edging; approved watering landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aeration; weekly trash pickup and debris control from all park and open spaces; ground cover care; irrigation systems maintenance; tree staking; immediate reporting of vandalism and/or safety hazards to District. It will be the Contractor's responsibility, without further direction from the District, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified for each job required by the District.
- C. Provide proposal with sufficient information including labor/materials/overhead/profit/taxes. Additional firm information including references should be provided. Additional materials should not exceed 15 pages (double sided).

General Conditions:

- A. Any and all bidders are hereby notified that that the work to be performed herein is for public benefit and as such, the District(s) may negotiate with some, all or none of the responsive bidder(s) to obtain the best proposal and value for the work to be performed. A responsive bidder may be

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rejected without cause if it is deemed to be in the best interest of the District.

- B.** Notice is also hereby given that all bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before award is made to any particular bidder.
- C.** Each proposal shall be made out on a form to be obtained at the office of the District Manager and shall be submitted in hand only addressed to Ms. Lisa Lue, District Manager mailed or hand delivered to Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, on or before May 15, 2025 at 4:00pm
- D.** Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind. The District reserves the right to waive any irregularities in the proposals as received.
- E.** The District reserves the right to reject any or all proposals. More than one proposal from an individual, firm or partnership, corporation or association, under the same or different name, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one proposal for work contemplated, will cause the rejection of all proposals in which said bidder is interested. Proposals in which prices are obviously unbalanced may be rejected by the District.
- F.** No bidder may withdraw his/her proposal for a period of ten (10) days after the date set for the opening thereof.
- G.** Each bidder is noticed that all Contractors performing work for the District is required to present evidence of Workers' Compensation and Employers' Liability Insurance coverage; a certificate of insurance and copies of the information or declaration page(s) for Broad Form Comprehensive General Liability or Commercial General Liability, and Business Automobile Liability Insurance policies of not less than \$1,000,000 for bodily injury or death arising out of any one occurrence and property damage limits of not less than \$2,000,000 arising out of any occurrence for each type of coverage; as well as excess liability coverage in an amount to be no less than \$2,000,000; as well as copies for said General Liability and Business Auto Liability Insurance Policies or an endorsement naming the Districts, its Board, and its officers, agents and employees as additional insureds, a standard cross-liability endorsement, an endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after Districts has received written notification by first class mail from the insurance carrier of such cancellation or reduction, and an endorsement stating that the insurance afforded thereby to Districts and its officers, agents and employees shall be primary insurance to the full limits of the policy, and that if Districts and its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only. The certificates of insurance and copies of

information or declaration page(s) and of endorsements are to be reviewed and approved as to form by the Districts before work commences. Bidders that may “self-insure” are to provide detailed evidence of coverage and may be required to produce additional financial disclosures, such that any and all concerns raised by any District shall be redressed to the satisfaction of said District. A bidder that fails to comply with said additional requests by District may be deemed to be unresponsive and as such may be precluded from any further consideration by the District(s).

- H. The award of a contract is subject to adequate funding being secured and then encumbered by the District, such that the contract is funded accordingly and sufficiently for the work to be performed herein.
- I. The AGREEMENT as set forth in these documents shall be the agreement that the Contractors shall execute with the District. Modifications of the AGREEMENT will not be considered and may be grounds for rejection of the proposal.
- J. Any question pertaining to the plans, specifications, or any of the Contract Documents shall be in writing, addressed to the attention of Ms. Lisa Lue, District Manager, if by mail, at The Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, addressed to Lisa Lue, District Manager, at (415) 883-3683, or email to llue@bmkcsd.us. **Questions must be presented to the District prior to May 5, 2025.**
- K. The District reserves the right to request change orders at any time.
- L. The District shall award this contract based upon the overall best value to the District and not necessarily solely on lowest presented price. The District may at its discretion interview submitting firms. If elected to perform interviews they would be on May 20, 2025.
- M. A successful bidder shall provide proof of a current business license issued by the jurisdiction where the work of improvement is to be conducted upon award of the Contract (State of California).
- N. A successful bidder shall, within ten (10) days from the date of a request by the District, enter into a contract with the District. The District reserves the right to accept a proposal and enter into a contract subject to review and approval by the BMKCSO Board of Directors.
- O. Each interested Contractor is invited, and strongly encouraged to attend a site walk through. The site walk is scheduled for May 8, 2025 at 10:00 am. Contractors who are unable to attend this walk through may call the BMKCSO office and arrange a mutually agreeable time to view the BMKCSO facilities. If alternative times are requested, meetings are to be arranged with the BMKCSO office (415) 883-4222 (llue@bmkcsd.us). All Contractors are encouraged to re-visit the site as often as necessary to familiarize themselves of the work, any and all existing conditions as well as access to the all of the properties as no additional compensation will be considered by the District for any existing site conditions.

- P. The BMKCSD will award one contract for services commencing on M1st, 2019 and ending on September 30th, 2020. The District in its sole discretion may opt to extend the contract for a period of two additional years. If the District accepts a proposal, it anticipates issuing a Notice of Award on or about September 27th, 2019.

General Conditions

- A. All areas disturbed by the Contractor without authorization by the District's representative shall be restored at the Contractor's expense.
- B. An initial draft of the work crews schedule shall be presented with the cost proposal to the District for review.
- C. There are NO areas for contractor's storage of material.
- D. The contractor shall establish and maintain documentation of all work performed including time sheets and summaries of work which shall be included in any and all invoices to the District.
- E. Where the District has noted in the Proposal Form Bid Sheet "As Needed" the Contractor shall notify and coordinate with District personnel PRIOR to incurring any work and or charges such that work is pre-authorized for any "As Needed" Unit items contained herein
- F. The contractor shall provide sufficient skilled workmen and supervisors who shall be present at all times during the execution of the work and who shall be thoroughly familiar with the type of maintenance and or construction involved and the materials and techniques specified. No allowances will be made for the lack of skill on the part of the workmen and the District reserves the right to back-charge for any non-performance or substandard performance.
- G. The Order of Work shall be developed by the Contractor and submitted in their work schedule. The Contractor will be responsible for coordinating any and all activities with the District's facility schedules. As this is an active community, the Contractor may be required to move equipment to allow District access to site(s) for operations or to coordinate with other agencies and or contractors that may be working within the community. No additional payment will be made for these moves.
- H. Hours of Operation: Allowable hours of operation shall be coordinated with The BMKCSD and within local County Regulations.
- I. DIFFERING SITE CONDITIONS - The Contractor shall promptly, and before such conditions are disturbed, notify the District in writing of: subsurface or latent physical conditions at any site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The District shall promptly investigate the conditions, and if he finds that

such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required above; provided, however, the time prescribed therefore may be extended by the District.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

- J. CLEANING AND EQUIPMENT** - During the progress of the work, all areas in which the contractor is working shall be cleaned daily of all rubbish, packing materials or other debris. No debris capable of being wind blown or washed away by rainfall shall be left unsecured on any facility overnight. All roadways that have been used as access routes shall be swept on a regular basis, and kept in reasonably clean condition. "Reasonably clean" shall be defined as a condition acceptable to the local Department of Public Safety, and/or Department of Public Works having jurisdiction over the specific roadways. All equipment shall be located as authorized by the District to provide that at the end of work day or shift the site or roadways are left in a passable condition and all equipment is safe and secure.
- K. CONTRACT DOCUMENTS IN WHILE WORKING WITHIN THE BMKCSD-**
The Contractor must keep a copy of the documents including but not limited to schedule, materials list, daily reports, materials safety data sheets, and safety reports at the site of the work at all times while work is being performed and said copy is to be available to those in charge of the work, including the District Manager.
- L. LOCAL LAWS** - Contractor is responsible for the requisition and logistics of on site local law enforcement detail where required by state or local law. Contractor's responsibilities include all contract and Sub-Contractor sites associated with the project and are inclusive of any and all pricing set forth herein.
- M. TERMINATION FOR CONVENIENCE** - The District may terminate for its convenience, performance of work under in whole or, from time to time, in part if the District determines that a termination is in the District's interest. The District shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination, and except as directed by the District or District Engineer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this provision. Stop work as specified in

the notice. Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract. Terminate all subcontracts to the extent they relate to the work terminated. With approval or ratification to the extent required by the District Engineer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause. The District shall be obligated to pay the Contractor for work in place and performed and Contractor agrees that District's responsibility regarding the subject contract shall be limited only to work in place and actually performed and the Contractor waives any rights or claims against the District for consequential damages should this agreement be terminated by the District for its Convenience.

- N. That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 2. Subsurface or latent physical conditions at the site differing from those indicated.
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
 4. That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.
 5. That, in the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

COMPLIANCE WITH LAWS - (a) Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California

Labor Code relating to working hours. Contractor shall, as a penalty to District, forfeit Twenty five and No/100 Dollars (\$25.00) for each worker employed in the execution of the Contract by Contractor or by any SubContractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

- (a) Pursuant to the provision of California Labor Code, Sections 1770 et seq., Contractor and any Sub-Contractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District Engineer, which copies shall be made available to any interested party on request. Contractor shall post a copy of said prevailing rate of per diem wages at each job site.
- (b) As required by Section 1773.8 of the California Labor Code, Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (c) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.
- (d) Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to District, forfeit Twenty Five and No/100 Dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract.
- (e) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each Sub-Contractor shall keep an accurate payroll record, showing the name, address, social security number,

work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employees employed by him or her in connection with the public work. Said payroll shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request in accordance with CA DIR reporting,
- (2) A certified copy of all payroll records enumerated in Paragraph 4(e), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations in accordance with CA DIR reporting and laws.
- (3) A certified copy of all payroll records enumerated in Paragraph 4(e), herein, shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Subparagraph 4(e)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, SubContractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

Contractor and each Sub-Contractor shall file a certified copy of the records, enumerated in Paragraph 4(e) with the entity that requested the records within 10 days after receipt of a written request. Any copy of records made available for inspection and copies furnished upon request to the public or District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. Contractor shall inform District of the location of the records enumerated under Paragraph 4(e) including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address. In the event of noncompliance with the requirements of Paragraph 4(e), Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply

with said paragraph. Should non-compliance still be evident after the 10-day period, Contractor shall, as a penalty to the State or District, forfeit Twenty-five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(e) lies with Contractor.

- (f) Contractor and any Sub-Contractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving Contractor or Sub-Contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with Contractor. Pursuant to California Labor Code Section 1777.7, in the event Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, Contractor shall be denied the right to bid on any public works contract for one year from the date noncompliance is determined and be assessed civil penalties.
- (g) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, Contractor is required to secure the payment of compensation to his employees and for that purpose obtain and keep in effect adequate Worker's Compensation insurance. If Contractor, in the sole discretion of District satisfies District of the responsibility and capacity under the applicable Workers' Compensation laws, if any, to act as self-insurer, he may so act, and in such case, the insurance required by this paragraph need not be provided.

Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and shall comply with such provisions before commencing the performance of the work of this Contract.

Before the Agreement between District and Contractor is entered into, Contractor shall submit written evidence that it and any Sub-Contractors have obtained for the period of the Contract full Workers' Compensation insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in

accordance with the requirements of the most current and applicable state Workers' Compensation insurance laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to District as true the following statement:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(h) In accordance with the provisions of Section 1727 of the California Labor Code, District, before making payment to Contractor of money due under a contract for public works, shall withhold and retain therefrom all amounts which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Law Enforcement or by District.

O. UTILITIES - Prior to commencing work, the Contractor is responsible for obtaining the location, size and depth of all existing underground or underwater utilities and structures. USA may assist in this task, but should not be considered comprehensive.

The Contractor shall assume that there are existing utility lines in the vicinity of the work, whether they are visible apparent or not and should be independently verified by the Contractor using commercially reasonable methods that are normal and customary in the business of landscaping work.

Existing utilities may not be known by the District. The Contractor assumes any and all risks associated with the damage, disruption or repair of any utilities that are disturbed by any action(s) of the Contractor in the prosecution of the work set forth herein. As such, the Contractor will assure the District that any and all repairs to utilities that are damages by Contractor's operations will be made expeditiously, in a professional, workman like manner and must be satisfactory to both the District and District at no additional cost to the District.

It is not the intent of the District to show any exact location of existing or relocated utilities, and the District assume no responsibility therefore. Whenever any such utilities are indicated or encountered by the Contractor, he/she shall be responsible for verifying their actual location and depth in the field. The Contractor shall notify USA prior to excavation.

The Contractor has reviewed the project site and areas surrounding the project and shall take full responsibility for existing utilities or apparatuses which may in any way impede, hamper or delay the Contractor's performance of the work set forth herein. The District(s) shall bear no responsibility for the removal of or temporary relocation of any existing utilities or apparatuses.

Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location. Extreme care shall be exercised to avoid damage, and it will be the Contractor's responsibility to have repairs made to existing facilities at his/her expense in the event of damage.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various proposal items and no separate payment will be made.

- P. ENVIRONMENTAL PERMITS** - The Contractor shall be solely responsible for any and all permit violations and fines levied thereto as a result of their construction or operations. The Contractor indemnifies the District and District from any fines or penalties levied and shall defend said fines or penalties as its sole cost with the District's cost relating to any defense of said fines or penalties to be assessed to the Contractor.
- Q. NON-DISCRIMINATION** - The Contractor shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) which prohibit discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being