

BASIS OF PROPOSAL

The following serves as a basis for this proposal:

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

We understand BMKCSD wants to repair deficiencies found for their marine infrastructure identified in the 2024 SGH Condition Assessment Report. For funding purposes, BMKCSD also seeks to understand the severity of the damage and requests a prioritization of the repair work based on present conditions and risk of operational disruption. Additionally, BMKCSD would like the North Lock Gates to be elevated to the level of the adjacent concrete.

SCOPE OF WORK

We propose the following specific work scope:

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

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

2. **Construction Documentation** - SGH will conduct the necessary engineering to develop a complete set of construction documents, drawings, and technical specifications. All engineering work will be done in accordance with the 2022 California Building Code (CBC).

Drawings and technical specifications will be suitable for generating opinions of construction costs for permitting, obtaining competitive contractor bids, and executing

the work. All drawings and specifications will be done in accordance with SGH's formatting standard.

3. **Construction Administration** - During an assumed 8-week construction window, SGH will perform the following tasks:
 - Provide structural observation periodically during the structural portion of the construction effort. This will consist of weekly site visits to observe the general progress of construction at critical stages and to form an opinion as to the extent to which the contractor is conforming to the design intent.
 - Following each field observation, SGH will provide a structural field report documenting our observations on the site, together with any recommendations for corrective measures or alteration of the work in progress. This is not intended to serve as Special Inspection services or as an alternative to services normally provided by testing agencies.
 - Review structural shop drawings for general conformity with the intent of the contract plans and specifications. Such review does not indicate approval of dimensions, quantities, coordination with other trades, or work methods of the contractor, which are indicated thereon. This proposal includes the budget for one iteration of shop drawing review only.
 - Review contractor structural submittals other than shop drawings, including review of product data for conformance with the construction document requirements.
 - Provide consultation to the contractor for the clarification of structural design details, including response to RFIs and provide structural bulletins as required to clarify construction requirements.
 - Coordinate with the owner's project manager if an immediate field response to construction issues is required.
 - Review special inspection and testing reports prepared by the owner's Special Inspection agency and testing laboratory under the specifications.
 - Upon completion of the construction, SGH will submit a letter to agencies as needed indicating the scope of services provided by us on the project and that, insofar as permitted by our observation of the work, it has been satisfactorily completed in accordance with our intent.

4. **North Lock Gate Elevation** - SGH will perform the necessary evaluation of the existing infrastructure to elevate the gates to the top of the concrete basin, thereby increasing the floodwater capacity of the lagoon. SGH will provide the necessary calculations and drawings to assist in permitting and construction of the lock gate modification. All engineering work will be done in accordance with the 2022 California Building Code (CBC).

All engineering work described above will be performed under the direction of a California-registered Professional Engineer, as applicable.

COMPENSATION

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

Table 1 - Breakdown of Fixed Fee

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

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

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

SCHEDULE AND DELIVERABLES

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

1. Task 1 (Repair Priority): A draft repair priority matrix will be provided within four weeks of receipt of the NTP from BMKCSD. After receipt of all comments on the repair priority matrix, SGH will provide a final repair matrix with the submission of the Construction Documents.
2. Task 2 (Construction Documentation): SGH will submit draft construction drawings and necessary technical specifications within eight weeks of receipt of all comments on the Repair Priority Matrix. We will provide final construction documents four weeks after all comments have been received on the Draft documents.

00120

- 3 Task 4 (North Lock Gate Elevation) SGH will provide our draft evaluation of the gates and suggestions needed for the project four weeks after NTP. We will provide final documents Four weeks after all comments have been received on the Draft submission

LIMITATIONS

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

CLOSURE

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

Sincerely yours,
SIMPSON GUMPERTZ & HEGER INC

William M. Bruin, P.E.
Senior Principal
CA License No. CS7867

Accepted: BEL MARIN KEYS COMMUNITY SERVICES DISTRICT

Signature _____
 Printed Name _____
 Title _____
 Date _____

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Encls

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

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

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

CONTRACT PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. MISCELLANEOUS

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

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

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

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

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

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

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

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



Bel Marin Keys Community Services District

January 29, 2025

Edward Morton
Patrol Lieutenant
California Department of Fish and Wildlife
PO Box 175
Suisun, CA 94585

RE: Fishing in Bel Marin Keys next to NO FISHING signs

Dear Lt. Morton,

I am writing to you regarding Bel Marin Keys Ordinance Violations -Fishing.

Attached is a letter written by resident Kelly O'Haire to Sheriff Scardina, Marin County Sheriff, pictures of the offenders and our Ordinances.

The Board of Directors requested I notify the California Department of Fish and Wildlife of these violations and citations to be issued.

To date, none of the violators have been cited and have great disregard for the posted signs

I reached out to Deputy District Attorney Kevin O'Hara, and he suggested I contact you regarding the fines for fishing violation to state on our signage.

The residents are concerned due to the lack of enforcement and patrol around BMK.

Any assistance or suggestions are welcome.

Thank you very much for your time.


Lisa Lue
Interim District Manager
llue@bmkcsd.us
Cell 415-996-3907

attachments

00124

Lisa Lue

From: Kelly O'Haire <kohaire@gmail.com>
Sent: Monday, January 06, 2025 6:33 PM
To: Lisa Lue
Subject: Fwd: Bel Marin Keys Ordinance Violations
Attachments: BMK Covid.jpg; White Car BMK.jpg; BMK Fish Car.jpg; Fisherman Warned.jpg; Fisherman Warned 2.jpg; BMK Ordinance No. 3764.pdf

----- Forwarded message -----

From: Kelly O'Haire <kohaire@gmail.com>
Date: Mon, Jan 6, 2025 at 6:31 PM
Subject: Bel Marin Keys Ordinance Violations
To: <jscardina@marinsheriff.org>

Dear Sheriff Scardina,

I am writing on behalf of a group of neighbors in Bel Marin Keys. I called and spoke to a Patrol Sergeant a few weeks ago, to ask for enforcement in the area, and he asked me to send him a summary of what the issues were. He also expressed concerns over "discriminatory enforcement" of the BMK Ordinance. I do not see how that could possibly be an issue, given that the violators at this time are white males.

Background:

During Covid and post-Covid, our neighborhood was over-run with people accessing the levee and the waterways to over-fish, light fireworks, light fires, blast music, deal drugs and fish at night, by spotlight behind our houses. In order to launch boats, they were moving rocks/rip rap below the levees to create launch areas. These also worked as fishing sites. These issues, trash and more became constant issues for neighbors to try to police themselves. This led the CSD to draft and pass Ordinance 3764 through the County Board of Supervisors (2022). Much effort and money was put forth for signage and fencing. Shortly after the Ordinance was passed, two Sheriff's Deputies attended a meeting at the CSD and committed to enforcement.

Current Events:

During the past year, the amount of people returning to violate the Ordinance has increased. We have taken turns calling the Sheriff's Office to make complaints (primarily about fishing). We have never seen a citation issued, in spite of the violations occurring directly in front of the signage. Many of the neighbors have taken to yelling at the people and confronting them in person. This is obviously going to be a problem at some point. Neighbors have often reported seeing the Sheriff's vehicles driving to the area of the dirt parking lot (east of the Anubhuti Meditation Center) and leaving shortly after. We are able to see from our homes that no citations have been issued. On one occasion, a Sheriff's Deputy went to the Community Center instead.

Due to a lack of enforcement, some of the same offenders are bringing more people with them, in spite of numerous confrontations by residents. Most recently, a van full of people has arrived, and parked to fish in the area in front of the "No Fishing" signs. There are several people who have been warned more than ten times. I have included photographs of two of their cars (below).

On behalf of the neighbors of this area who have been through a lot in the past five years, we are requesting that citations be issued to deter more violations of the law.

I am writing to you directly so that this message does not get lost. Attached to this email are photographs of the following:

- 1) Covid Era
- 2) The two 10x repeat offenders' vehicles.
- 3) Two of the offenders fishing in front of the "No Fishing" signs.
- 4) BMK Ordinance 3764

Thank you for your assistance in this matter.

Kelly O'Haire

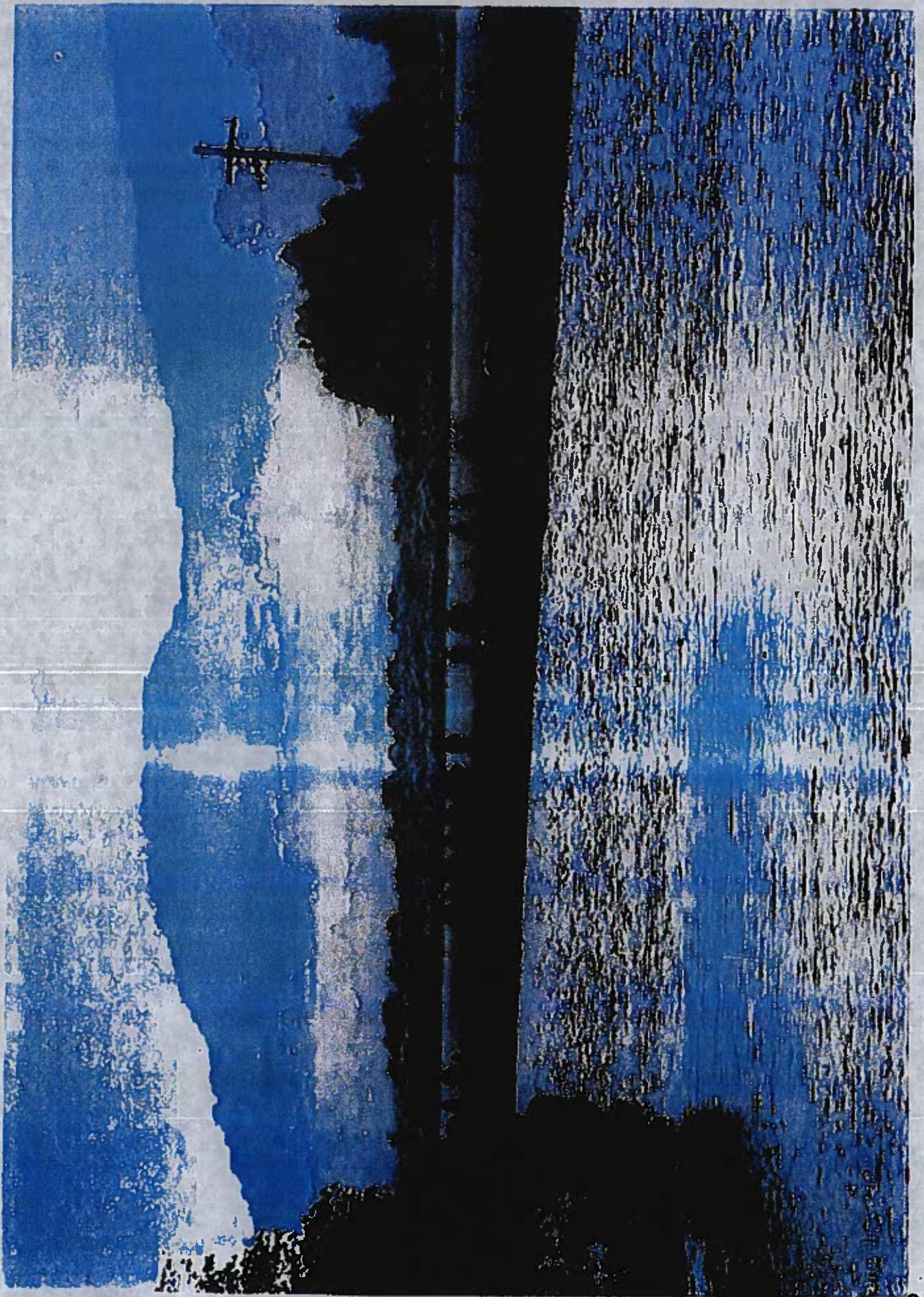
Kelly O'Haire
Attorney at Law
Providing Convenient Remote Services in California
Located in Northern California
Message: 415-828-9458
www.MoralCharacterAttorney.com

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Kelly O'Haire
Attorney at Law
Providing Convenient Remote Services in California
Located in Northern California
Message: 415-828-9458
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00126

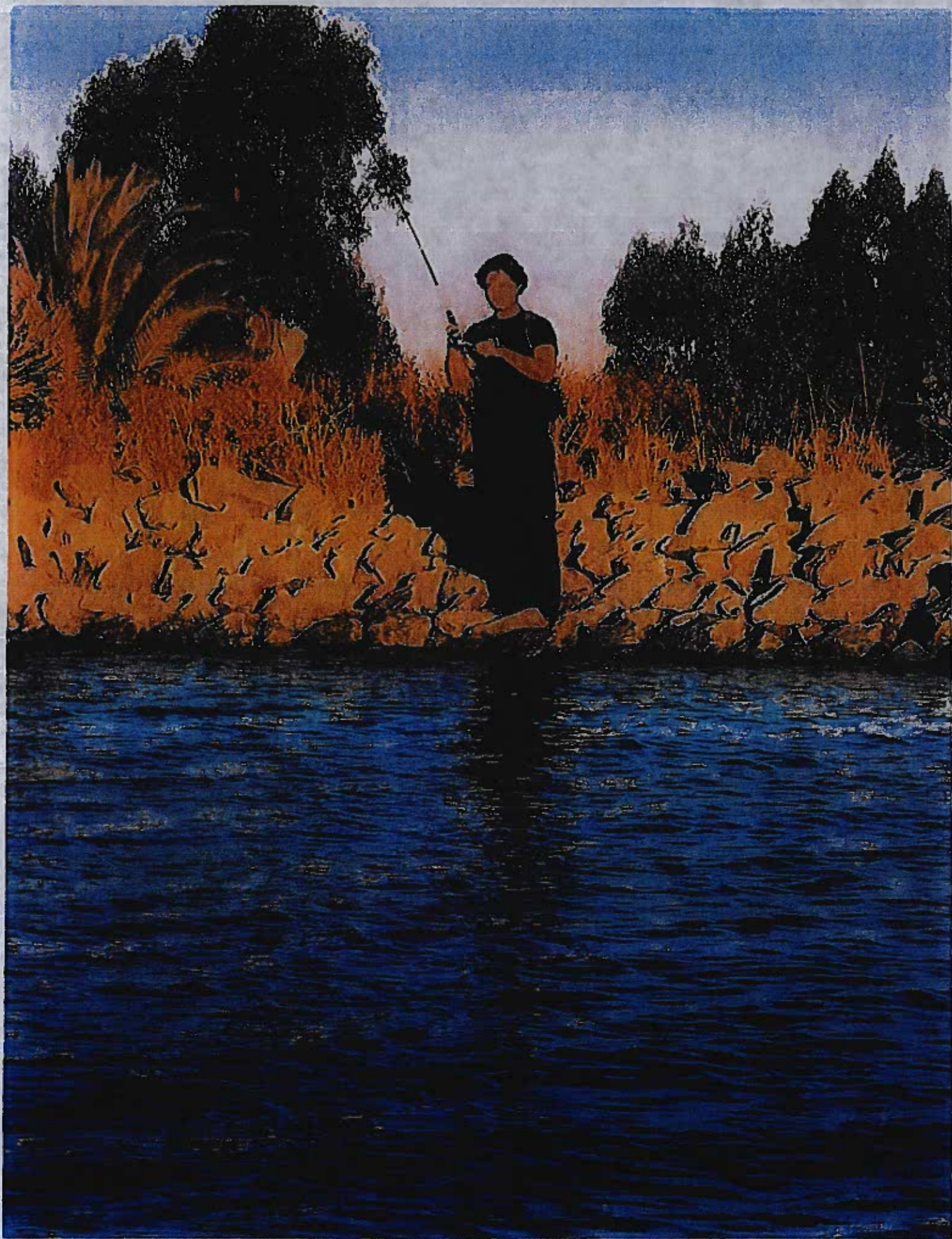
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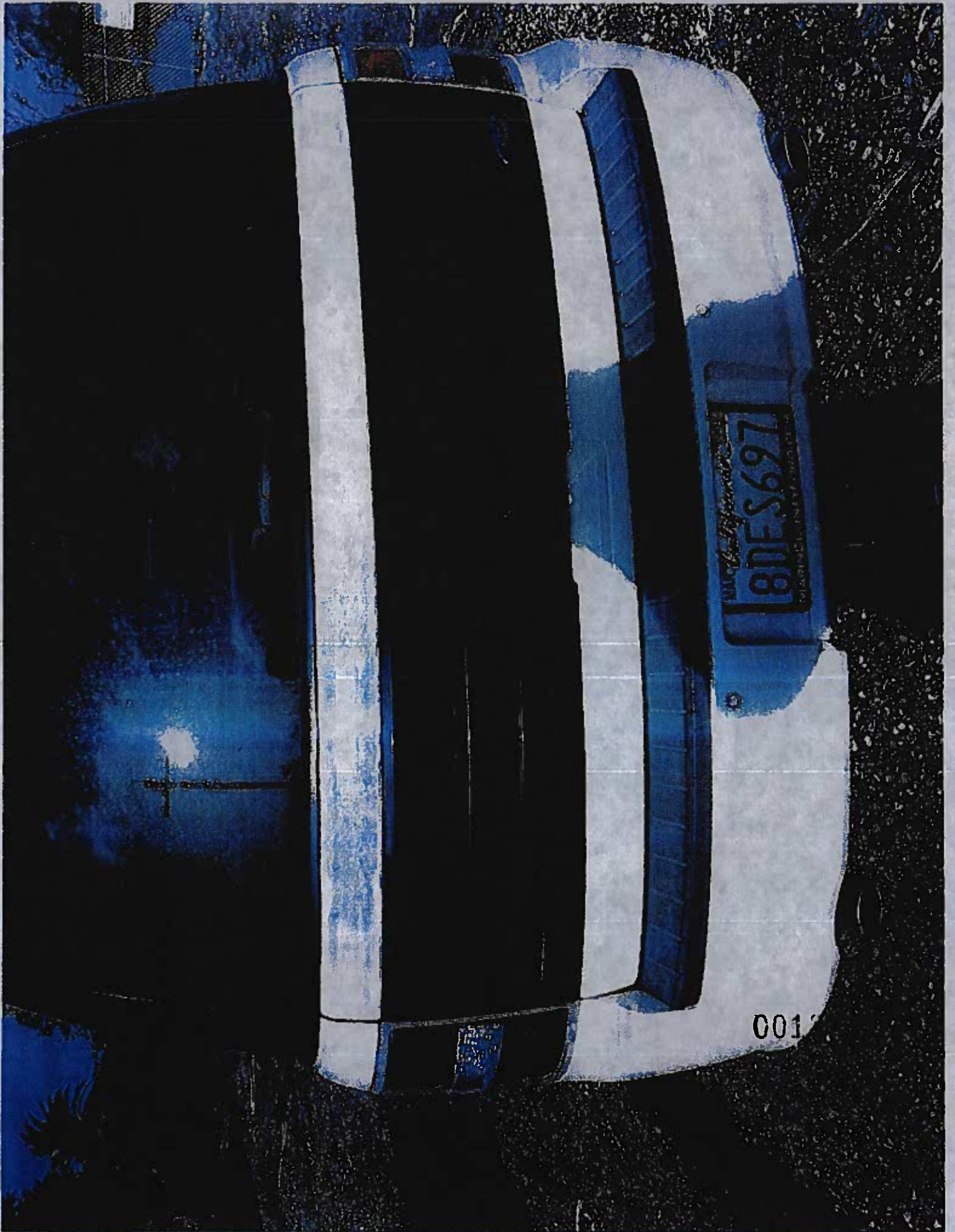


00129





00131



ORDINANCE NO. 3764
AN ORDINANCE OF THE MARIN COUNTY BOARD OF SUPERVISORS AMENDING
PORTIONS OF MARIN COUNTY CODE TITLE 11 (HARBORS AND WATERWAYS),
CHAPTER 11.36 TO IMPOSE ADDITIONAL USE REGULATIONS RELATED TO ACTIVITIES
WITHIN THE BEL MARIN KEYS COMMUNITY SERVICES DISTRICT.

WHEREAS, Chapter 11.36 of Title 11 of the Marin County Code sets forth local use regulation of watercraft and activities within the waterways and on the property of the Bel Marin Keys Community Services District ("the District") intended to promote the public health, safety and general welfare, to preserve the environment, and to protect the value, worth and enjoyment of the lagoons and waterways within the District; and

WHEREAS, members of the District's staff and Board of Directors have reported an increased incidence of damage to both District-owned property and capital improvements installed and managed by the District on lands immediately adjacent to District shorelines and waterways; and

WHEREAS, as reported by District staff, members of the public accessing holdings along the District South Lagoon's South Levee have been removing and displacing significant portions armament and erosion control improvements installed and maintained by the District, along with protective vegetative growth supporting the upper levee walls in order to gain ingress to the private lagoon owned in fee by the District. In many areas, the District's stone and rock shoreline improvements have been removed entirely, apparently to facilitate access for kayaks, canoes and other small watercraft, and to provide shoreline access to anglers; and

WHEREAS, District staff wish to have the County amend relevant portions of Chapter 11.36 of Title 11 of the Marin County Code to prohibit fishing from any District shoreline, park or open space, to prohibit the dumping of trash in any District park or open space or along any District shoreline, to prohibit the erection of temporary structures in any District park, open space or shoreline, as well as travel using motorized scooters or bicycles in any District park or open space; and

WHEREAS, Chapter 11.36 of Title 11 of the Marin County Code was originally adopted via Ordinances 2951, 3028 and 3064, as amended by Ordinance 3302 in 1999, 3438 in 2006 and 3510 in 2009.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIN HEREBY ORDAINS AS FOLLOWS:

THE FOLLOWING SECTIONS AND SUBSECTIONS OF CHAPTER 11.36 OF TITLE 11 OF THE MARIN COUNTY CODE ARE HEREBY AMENDED TO READ AS FOLLOWS (NOTE: NONE OF THE OTHER SECTIONS OF SUBSECTIONS OF CHAPTER 11.36 IS AMENDED BY THIS ORDINANCE)

00100

SECTION I: AMENDMENT. Section 11.36.020, "Definitions," is hereby deleted in its entirety, and replaced with a new Section 11.36.020, "Definitions," to read as follows:

11.36.020 Definitions.

As used herein, the following terms have the following meanings:

- (1) "Open Space" means any common ownership use area owned in fee by the Bel Marin Keys Community Services District ("District"), as depicted in maps maintained by and available for public inspection in the administrative offices of the District. The provisions and use regulations set forth under this Chapter 11.36 may be posted at the entrance to or within any Open Space in accordance with the provisions of Section 11.36.090.
- (2) "Park" means any of the seven park and public designated recreational areas owned in fee by the District, as depicted in maps maintained by and available for public inspection in the administrative offices of the District. The provisions and use regulations set forth under this Chapter 11.36 may be posted at the entrance to or within any Park in accordance with the provisions of Section 11.36.090.
- (3) "Personal watercraft" means a vessel, as defined in California Harbors and Navigation Code Section 651(a), that is less than twelve feet in length, propelled by machinery, that is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.
- (4) "Shoreline area" means the area between the intersection between the mean high water mark and the shore of any waterway within the District and extending upland for a distance of fifty feet from that intersection. The provisions and use regulations set forth under this Chapter 11.36 may be posted at the entrance to or along any Shoreline in accordance with the provisions of Section 11.36.090.
- (5) "Special-use area" means all or a portion of a waterway that is set aside for specified uses or activities to the exclusion of other incompatible uses or activities.
- (6) "Vessel" means every description of watercraft used or capable of being used as a means of transportation on water, except either of the following:
 - (a) A seaplane on the water;
 - (b) A watercraft specifically designed to operate on a permanently fixed course, the movement of which is restricted to a fixed tract or arm to which the watercraft is attached or by which the watercraft is controlled.

SECTION II. AMENDMENT. Section 11.36.070, "Swimmers," is hereby deleted in its entirety, and replaced with a new Section 11.36.070, "Swimmers," to read as follows:

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11.36.070 Swimmers.

Swimmers in waters within the territory of the Bel Marin Keys Community Services District shall wear international orange swim caps when swimming beyond twenty-five feet from the dock face, or beyond fifty feet from the shoreline. Swimming shall not be allowed in areas which have been designated ski areas. Swimmers may not enter the water from any park, open space or shoreline area.

SECTION III: AMENDMENT. Section 11.36.085, "Restrictions upon the rampways and ramp areas operated by the Bel Marin Keys Community Services District" is hereby deleted in its entirety, and replaced with a new Section 11.36.085, "Restrictions upon the rampways, ramp areas, parks, open space and shoreline areas owned and operated by Bel Marin Keys Community Services District," to read as follows.

11.36.085 Restrictions upon the rampways, ramp areas, parks, open space and shoreline areas owned or maintained by Bel Marin Keys Community Services District.

(1) It shall be unlawful for persons to perform any of the following acts within the ramp areas maintained by the Bel Marin Keys Community Services District.

- (a) Fishing from any dock in the ramp area or from the ramp itself;
- (b) Consuming alcoholic beverages;
- (c) Impeding the lawful use of the ramp area for the launching or retrieval of vessels;
- (d) Parking within the ramp area for a period beyond that necessary to either launch or retrieve a vessel;
- (e) Engaging in activities or events (other than launching or retrieving vessels) at the launch area without a lawful event permit issued by the District manager or the board of directors of the Bel Marin Keys Community Services District;
- (f) Parking adjacent to the boat ramps in excess of four (4) hours.
- (g) Overnight parking of any vehicles.

The "ramp areas" are defined as the ramp structure itself and the surrounding area within twenty-five yards from any point on the ramp structure which is not otherwise a part of a public roadway.

(2) It shall be unlawful for persons to perform any of the following acts within the parks, open space or shoreline areas owned or maintained by the Bel Marin Keys Community Services District:

- (a) Fishing;
- (b) Accessing any park, open space or shoreline area after sunset;
- (c) Launching of any vessel (motorized or/non-motorized);
- (d) Dumping of trash or debris;
- (e) Building, maintaining, attending or using a fire;

00195

- (f) Having any dog unleashed;
- (g) Horseback riding or equestrian activities;
- (h) Riding or driving any electrical or motorized vehicle (except mobility devices for people disabilities) without the expressed written consent of the District;
- (i) Erecting any temporary structures in any park, open space or shoreline area without the express written permission of the District;
- (j) Disturbing rocks or rip rap along the banks;
- (k) Parking any vehicle on a street adjacent to or in front of a park, open space or shoreline area for a period more than seventy-two consecutive hours. Any vehicles and trailers parked must be moved at least ten (10) feet after the expiration of any consecutive seventy-two hour period;
- (l) Overnight parking of any vehicles adjacent to any shoreline area.

SECTION IV: AMENDMENT. Section 11.36.090, "Violation- Penalties," is hereby deleted in its entirety, and replaced with a new Section 11.36.090, "Posting authorized- Description of Signs," to read as follows:

11.36.090 Posting Authorized- Description of Signs.

Any person, governmental agency, department or instrumentality having possession or control of any of the properties enumerated in this chapter may post, at each entrance to or along the perimeter of any park, open space or shoreline area, and at intervals of not more than four hundred feet around any area devoted to such use, substantial signs not less than one square foot in area, displaying prominently in addition to such other information as may be deemed desirable, in legible letters not less than two inches in height, rules and regulations governing the use of the area as set forth under this Chapter 11.36. This signage must clearly state the proscribed activities and uses and must indicate that violation of the use provisions is an infraction pursuant to this chapter, and that such violation is punishable by law.

SECTION V: AMENDMENT. A new Section 11.36.100, "Violation-Penalties," is hereby added to Chapter 11.36 to read as follows:

11.36.100 Violation-Penalties.

Any violation of this chapter shall be deemed an infraction punishable upon a first conviction by a fine of not more than one hundred dollars, and for a second conviction, within a period of one year, by a fine not exceeding two hundred dollars, and for a third or any subsequent conviction within a period of one year by a fine not exceeding five hundred dollars.

SECTION VI: EFFECTIVE DATE AND PUBLICATION.

This Ordinance shall be and is hereby declared to be in full force and effect as of thirty (30) days from and after the date of its passage.

00206

In accordance with Government Code §25124(b)(1), within fifteen (15) days after adoption the Marin County Board of Supervisors Clerk shall publish a summary of this Ordinance, with the names of the Supervisors voting for and against same, in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin, and shall also post in the office of the Marin County Board of Supervisors a certified copy of the full text of this Ordinance, along with the names of those Board of Supervisors members voting for and against the Ordinance.

SECTION VIII: VOTE

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin held on this 10th day of May 2022 by the following vote

AYES: SUPERVISORS Dennis Rodoni, Damon Connolly, Stephanie Moulton-Peters,
Katie Rice

NOES: NONE

ABSENT: SUPERVISOR Judy Arnold



KATIE RICE
PRESIDENT, BOARD OF SUPERVISORS

ATTEST:



MATTHEW H. HYMEL
CLERK OF THE BOARD

00107



Bel Marin Keys Community Services District

January 28, 2025

Dear Damon Connolly,

I am a constituent who lives in your district.

I am respectfully requesting you support and sign onto to state bill AB303, the Battery Safety and Accountability Act.

While lithium-ion BESS is one way to store energy in California, they do come with known safety hazards. Lithium-ion BESS are known to catch fire, burn for days and emit toxic fumes. This was witnessed in the most recent BESS fire in Moss Landing, CA on January 16, 2025, which caused 1200 residents to evacuate. It's imperative that these systems are placed far away from populated areas that are difficult to evacuate, as well as environmentally sensitive locations such as waterways, fire prone areas and precious farmland.

Currently there is little regulation on BESS and no setback requirement. Californians are fighting for their right to safety as developers are planning to build massive facilities next to homes and other inappropriate locations. State bill AB303 includes a minimum setback from such locations of 3200ft ensuring the RIGHT locations are chosen to build these projects. These setbacks are similar to what is required of gas and oil projects.

AB303 eliminates the California Energy Commission's "Opt-in" program for permitting battery energy storage systems (BESS). This program allows these potentially dangerous facilities to be "fast-tracked" and permitted, bypassing our local government control of where they are located.

Additionally, developers of energy storage systems are using this "opt in" as an "end-run" to get previously denied projects approved.

Here in Marin County, Pattern Energy has purchased a property, and they have publicly stated their intention to build a lithium-ion battery storage facility on it. This land is located next to a community of residential homes with only one road in and out, as well as nearby businesses. The land itself borders the Novato Creek, with sensitive marshlands and floodplains slated for restoration. This is a completely ill-suited site for a battery storage facility.

Please support AB303 for safe siting of battery energy storage systems. Local communities should have a say in where these projects are located! California needs energy storage, but the SAFETY of residents, businesses and environmentally sensitive areas always comes FIRST.

Please follow up with me to understand what your position is in regard to this bill and battery storage facilities in our neighborhoods.

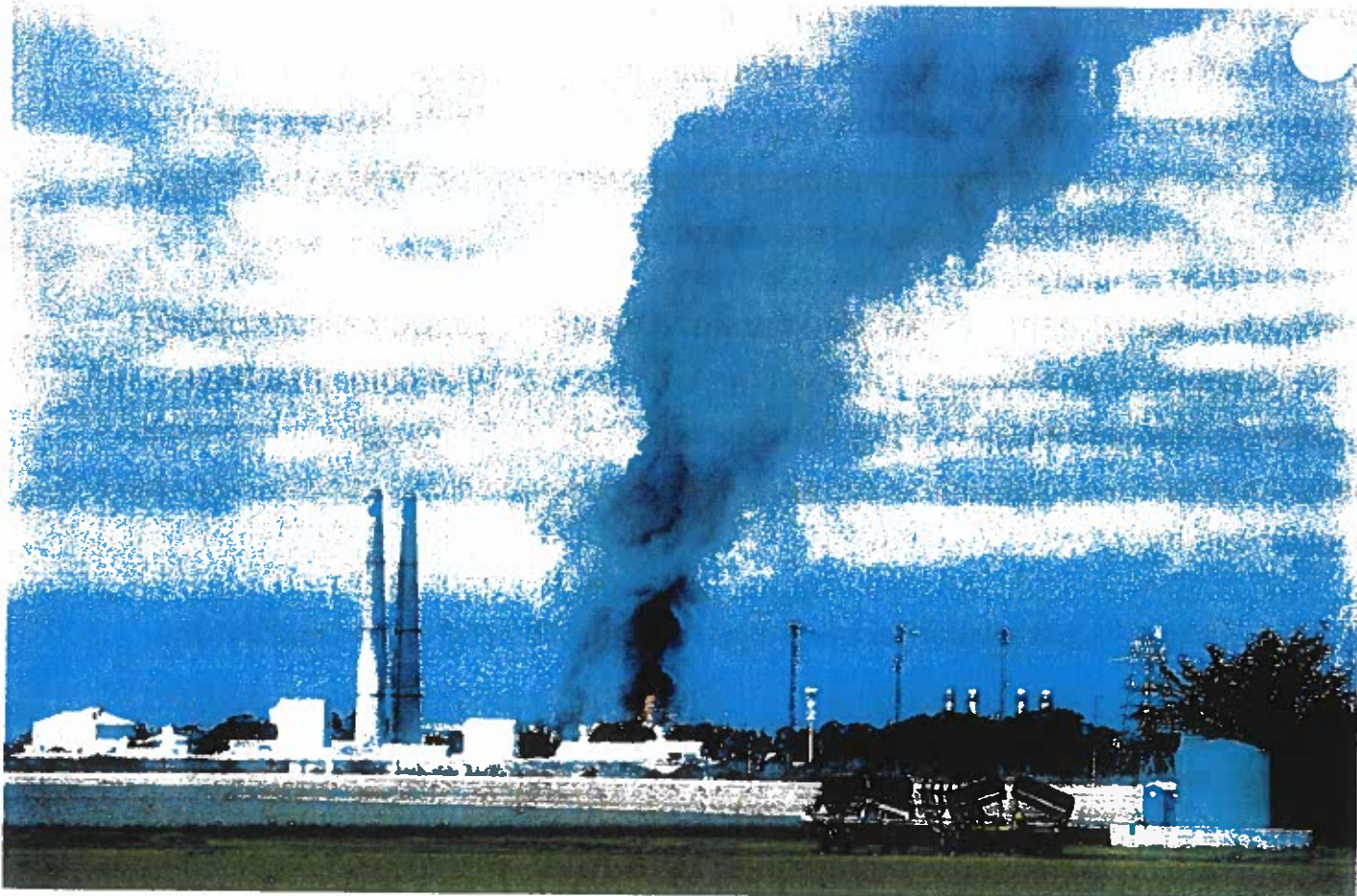
Sincerely,

Vince Lattanzio, President BMKCSD

00128

MOSS LANDING

Residents sue after toxic battery fire



By Clara Harter
Los Angeles Times

After a massive lithium-ion battery storage site exploded into flames in Monterey County — spewing toxic gases into the air and scattering heavy metals over the ground — residents have filed a lawsuit accusing multiple energy companies of failing to maintain adequate fire safety at the facility.

00126

Lithium-ion battery fires are notoriously hard to extinguish because the use of water can trigger a chemical reaction that causes more batteries to ignite. As these batteries burn, they release a toxic cocktail of gases, including hydrogen fluoride, carbon monoxide and volatile organic compounds.

Despite the EPA's reassurances about air quality during the incident, the lawsuit alleges that the fire caused residents to suffer nasal and eye irritation, difficulty breathing, headaches, nosebleeds, burning lungs, dizziness, shortness of breath, sores, skin irritation and more. It also alleges that residents properties were covered by soot, ash and toxic chemicals as a result of the fire.

Residents are seeking compensatory and punitive damages for expenses including property damage, health conditions, loss of income during evacuations and future environmental remediation costs. They are also calling for an investigation into the root causes of the fire and industrywide adoption of updated safety standards and fire prevention measures.

Lead attorney Gerald Singleton called the fire a wake-up call for the energy storage industry.

"Communities living near these facilities deserve better safeguards, transparency, and accountability," he said in a statement. "Energy sustainability should never come at the expense of public safety."

A spokesperson for Vistra previously said the company was completing its own investigation into the fire and environmental monitoring around the plant.

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Article 14 of 169

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00140

MONTEREY ESTUARY

High levels of heavy metals after lithium battery site fire

By Clara Harter

Los Angeles Times

Days after one of the world's largest lithium ion battery storage facilities burst into flames in Monterey County, researchers found alarmingly high concentrations of heavy metals at a nearby estuary that is home to several endangered species.

Scientists at San José State University recorded a dramatic increase in nickel, manganese and cobalt — materials used in lithium ion batteries — in soil samples at the Elkhorn Slough Reserve after the recent fire at the nearby Moss Landing Power Plant.

The toxic metals threaten to upset the delicate ecosystem at the Elkhorn Slough, which is the state's second-largest estuary and plays a key role in sequestering carbon emissions and protecting the coastline from sea level rise, said Ivano Aiello, chair of the university's Moss Landing Marine Laboratories.

Aiello, who has monitored environmental conditions at the slough for more than a decade, said he was shocked by the results.

The concentration of nickel, manganese and cobalt measured on the surface of the soil is hundreds to thousands of times as much as the levels in the surface soil prior to the fire or compared with levels measured deeper in the soil.

"I was wondering whether there was anything associated with this fire that could have been impacted," said Aiello. "I didn't know I was going find such a high concentration of those metals."

On Tuesday, Monterey County Supervisor Glenn Church called the findings "extremely disturbing" and said he was worried about what future data would reveal regarding the consequences of the unprecedented blaze. The fire ignited Jan. 16, burned for five days and ultimately destroyed an estimated 80% of the batteries inside the building, which is on the coast about 18 miles north of the city of Monterey.

Assemblymember Dawn Addis (D-Morro Bay) said in a statement Monday that she was "deeply concerned" about the concentration of heavy metals in "one of our most cherished and fragile ecosystems."

"These concentrations are directly linked to the battery energy storage fire," she said.

The battery storage site is owned by Texas-based Vistra Energy. A spokesperson said Tuesday that the company was aware of San José State's data and would work with local health agencies to determine

next steps. Vistra is also completing its own investigation into the fire and environmental monitoring around the plant, the spokesperson said.

The Elkhorn Slough Reserve was closed to the public from Jan. 17 to Jan. 21 while it and residential areas near the power plant were under evacuation orders due to the fire. It is now open to visitors.

Initial air quality monitoring from the U.S. Environmental Protection Agency determined that there was no public health risk posed by levels of particulate matter and hydrogen fluoride gas released during the fire. Hydrogen fluoride is a highly toxic gas produced by lithium ion battery fires that can cause severe respiratory damage as well as skin and eye burns.

The Monterey County Health Department said Monday it was grateful for the testing conducted by Aiello's team and planned to present preliminary results from its own soil and water samples later this week.

The department said it was working with the California Department of Public Health, the California Environmental Protection Agency and state epidemiologists to "evaluate the research, assess any potential health concerns, and determine the appropriate steps moving forward."

San José State's soil samples suggest there could be long-term environmental and health effects from the toxic blaze, said Aiello.

His lab is now in "emergency mode" trying to collect data and understand how the heavy metals might affect the ecosystem. Scientists have collected soil samples from more than 100 locations within a two-mile radius of the plant since Jan. 22.

"There's a layer of heavy metals now on the soil, and I don't know what's going to happen. Is it going to be washed away? Is it going to penetrate to the groundwater? Is it going to concentrate and bioaccumulate?" he said. "We need to learn that before we can actually understand the implications."

The Elkhorn Slough is home to more than 700 species of plants, animals and marine life, including endangered and threatened species such as the southern sea otter, the Santa Cruz long-toed salamander and the California brown pelican.

Its marshlands store large amounts of carbon, helping to mitigate climate change. The estuary also helps prevent coastal erosion and absorb the effects of sea level rise.

Supervisor Church has said the fire raises the question of whether the plant should be located near an environmentally sensitive area. He and fellow board members passed a resolution last week asking that the battery storage facility remain offline until a thorough investigation could be completed and new safety measures implemented.

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A Large Lithium-Ion Battery Energy Storage System (BESS) Is Proposed for Petaluma



LITHIUM-ION

BATTERIES

LITHIUM-ION

BATTERIES



00120

An industrial-scale BESS is not suitable for a scenic open space.

Proposed Siting of the Battery Energy Storage System (BESS)

The Borealis proposed BESS, situated just outside Petaluma's city limits, is a 300-megawatt installation with three 100 foot towers. It is planned for seventeen acres at 3571 Adobe Road and is directly adjacent to the Petaluma Adobe State Historic Park, designated as both a California Historic Landmark and a National Historic Landmark.



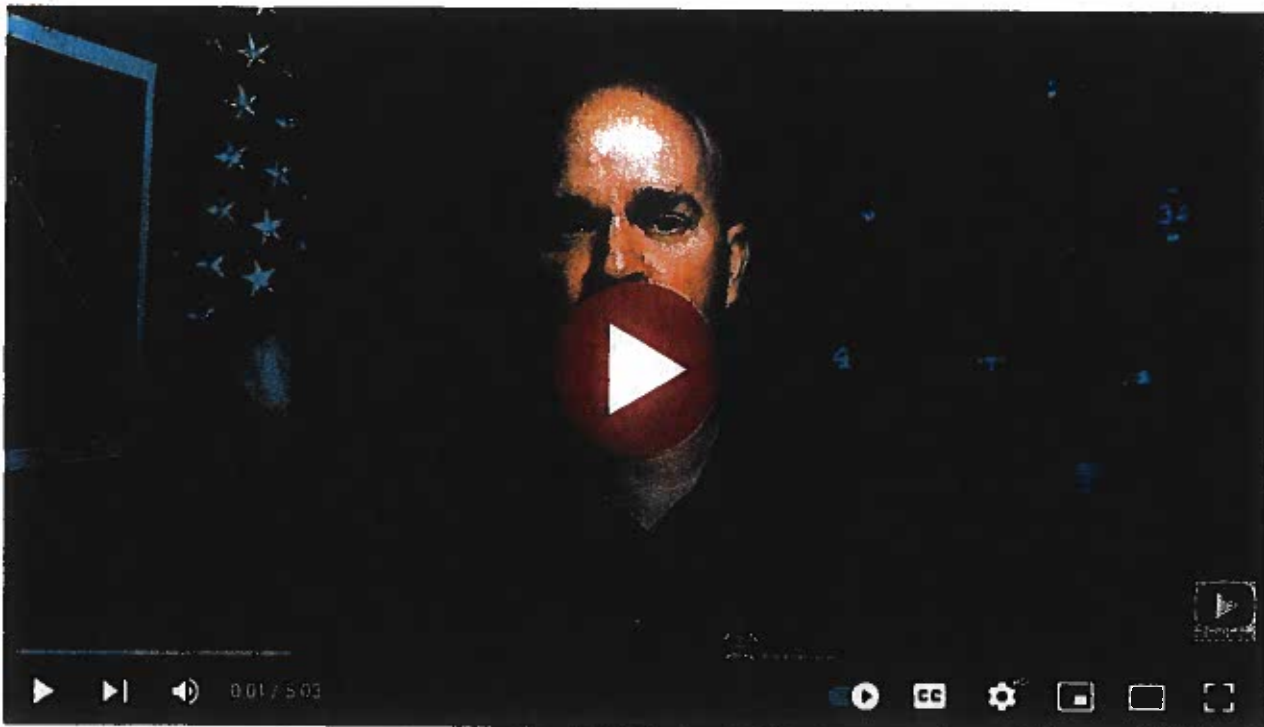
Who We Are

00111

We are independent Petaluma residents who have done extensive research on lithium-ion BESS facilities. We have concluded that BESS pose serious potential threats and risks to our lives, our homes and our environment.

We support the transition to renewable energy but it needs to be done responsibly and sited a safe distance from communities.

Requirements for **Environmental Impact Reports** have been placed on the Borealis Battery Energy Storage Systems permit application.



How You Can Help

00107

● Sign on to support Assembly Bill 303

<https://safeenergystorage.org/index.php>

● Forward this info to your contacts - let's ensure the residents of Petaluma and beyond are fully informed

● [Sign up here](#) to receive up to date information

Petaluma Battery Storage

Email us at: eir4besspetaluma@gmail.com

Call us at: 707-782-2277

Lisa Lue

From: Vincent Lattanzio <vince@carducciassociates.com>
Sent: Monday, February 03, 2025 10:08 PM
To: Lisa Lue, yvonne young, Steve Nash, Brad Paul 160 Montego Key
Cc: Eric Lucan Supervisor, Tanya Albert, & Leslie Weber Assistants Supervisor District 5
Subject: Fwd: Background: Assemblywoman Addis Legislative Initiative for BESS Projects
Follow Up Flag: Flag for follow up
Flag Status: Flagged

Lisa,

Please add to agenda under battery storage creation to write a letter of support from BMK CSD to Assemblywoman Addis

[415 447 5214](tel:4154475214) [415 377 8836](tel:4153778836)

CARDUCCI

Begin forwarded message:

From: STOP BMK BATTERY STORAGE <stopbmkbatterystorage@gmail.com>
Date: February 3, 2025 at 9:07:54 PM PST
To: STOP BMK BATTERY STORAGE <stopbmkbatterystorage@gmail.com>
Subject: Background: Assemblywoman Addis Legislative Initiative for BESS Projects

For anyone interested, here is more background information **From:** JOSEPH PETRILLO <petrillo.j@comcast.net>

Sent: Friday, January 24, 2025 11:11 AM

We have provided a link to an East Bay Times article regarding Assemblywoman Dawn Addis legislative BESS initiative. The second link provides a legislative draft of this initiative.

<https://link.edgepilot.com/s/dcaa27f6/uVH4qWzGhEuwFuReMF8nGA?u=https://www.eastbaytimes.com/2025/01/24/new-bill-would->

00113

Lisa Lue

From: Vincent Lattanzio <vince@carducciassociates.com>
Sent: Monday, February 10, 2025 12:52 PM
To: Barbara Salzman
Cc: Lisa Lue
Subject: How does a lithiumbattery energy storage system workwhat is the minimum megawatthours - Google Search

Lisa
We should ask assembly member Addis. Bill
No 303 to lower the 200 MWh to 1(one) MWh
Barbara. T you may want to add that min
1 MWh

00147

[allow-local-communities-to-decide-where-battery-plants-are-located/](#)

https://link.edgepilot.com/s/ceee8e08/gm-u5qfuHUapqRBunn9G0A?u=https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB303

This comes on the heels of the recent disaster at Moss Landing, the third since 2021. And do not forget the fires in San Diego County over the past three years. The inappropriate siting of these utility scale lithium ion battery projects need to be addressed immediately.

In fact Governor Newsom has called for a full investigation of the latest fire at Moss Landing. Here is a link:

https://link.edgepilot.com/s/61e331c9/Wbfw_Flu0EaYSCE9KqJhtw?u=https://www.montereycountynow.com/blogs/news_blog/newsom-state-leaders-call-for-investigation-into-moss-landing-battery-fire/article_00031b34-d915-11ef-a07a-a3166428018a.html

We have established a multi-county and city group representing Sonoma, Marin, Solano and San Diego counties that will support Assemblywoman Addis's initiative.

We believe it is time for our county officials to call a permanent time-out for BESS projects in the regulatory queue either at the county and/or city level until this initiative makes its way through the new legislative session and Newsom's investigation is complete.

It is time for our state, county and local officials to weigh in on this very real and dangerous situation. We have been warning officials for the better part of two years about the helter-skelter siting

00121

approach taken by unscrupulous developers trying to make a financial killing at the expense of our safety

These BESS facilities *need to be sited in remote locations and integrated with solar and/or wind facilities* e g Edwards Sanborn Solar and Storage Facility

We look forward to hearing from you

Respectfully,

Joe Petrillo

David Donnenfield

Citizens for Battery Transparency

[https://link.edgepilot.com/s/126b6c7f/rkp2Q7k3mUKievEo73K3bA?
u=http://www.petalumabatterystorage.com/](https://link.edgepilot.com/s/126b6c7f/rkp2Q7k3mUKievEo73K3bA?u=http://www.petalumabatterystorage.com/)

Links contained in this email have been replaced. If you click on a link in the email above, the link will be analyzed for known threats. If a known threat is found, you will not be able to proceed to the destination. If suspicious content is detected, you will see a warning.

00130



AB-303 Battery energy storage facilities. (2025-2025)

SHARE THIS [Facebook icon] [Twitter icon]

Date Published: 01/23/2025 09:00 PM

LEGISLATIVE COUNSEL BUREAU - 2025-2026 REGULAR SESSION

ASSEMBLY BILL

NO. 303

Introduced by Assembly Member Addis

January 23, 2025

An act to add Chapter 14 (commencing with Section 66350) to Division 1 of Title 7 of the Government Code, and to amend Section 25545 of the Public Resources Code, relating to energy, and declaring the urgency thereof, to take effect immediately.

LEGISLATIVE COUNSEL'S DIGEST

AB 303, as introduced, Add Chapter 14, Battery Energy Storage Facilities

Existing law, Chapter 14 of Title 7 of the Government Code, authorizes a person, including an eligible person, to develop a battery energy storage system capable of storing 200 megawatt-hours or more of energy. Existing law requires the applicant for a permit to comply with the State Energy Resources Conservation and Development and Commission of the site and related facility. Existing law also requires the applicant to file the application with the commission of the certificate authority of the permit. Existing law requires the applicant to file a document required by any state, local, or regional agency, or federal agency to the extent permitted by federal law, except as provided. Existing law establishes the procedures by which the commission is to review the application.

This bill would speed the battery energy storage systems do not include battery energy storage systems for the entire described purpose. The bill would require the commission to deny applications for a battery energy storage system that are pending as of the effective date of the bill.

Existing law, the Planning and Zoning Law, sets forth various requirements relating to the review of development project permit applications and the issuance of development permits for specified classes of development projects.

This bill would prohibit the authorization of a development project that includes a battery energy storage system capable of storing 200 megawatt-hours or more of energy, if the development project is located within 3,200 feet of a sensitive receptor or is located on an environmentally sensitive site, as specified.

By modifying the duties of local agencies with regard to the approval of development projects that include a battery energy storage system, this bill would impose a state-mandated local program.

This bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

This bill would declare that it is to take effect immediately as an urgency statute.

Vote: 2/3 Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 14 (commencing with Section 66350) is added to Division 1 of Title 7 of the Government Code, to read:

CHAPTER 14. Energy Storage Systems

66350. For purposes of this chapter, the following definitions apply:

(a) "Battery energy storage system" means an energy storage system, as defined in Section 2835 of the Public Utilities Code, that is capable of storing 200 megawatt-hours or more of energy and uses battery technology to store the energy.

(b) "Environmentally sensitive site" means any of the following:

(1) (A) An area of the coastal zone subject to paragraph (1), (2), or (3) of subdivision (a) of Section 30603 of the Public Resources Code.

(B) An area of the coastal zone that is not subject to a certified local coastal program or a certified land use plan.

(C) An area of the coastal zone that is vulnerable to five feet of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment.

(D) A parcel within the coastal zone that is not zoned for multifamily housing.

(E) A parcel in the coastal zone and located on either of the following:

(i) On, or within a 100-foot radius of, a wetland, as defined in Section 30121 of the Public Resources Code.

(ii) Prime agricultural land, as defined in Section 30113 of the Public Resources Code.

(2) Prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(3) Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(4) A parcel in a very high fire hazard severity zone, as determined by the State Fire Marshal pursuant to Section 51178.

(5) A hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site selected by the Department of Toxic Substances Control pursuant to Section 78765 of the Health and Safety Code, unless either of the following apply:

(A) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for the use of the site as an energy storage facility. This

subparagraph does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Section 65962.5.

(B) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code, has otherwise determined that the site is suitable for energy storage uses.

(6) A parcel within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2.

(7) A parcel within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, except if the parcel satisfies either of the following conditions:

(A) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.

(B) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program pursuant to Part 59 (commencing with Section 59.1) and Part 60 (commencing with Section 60.1) of Subchapter B of Chapter I of Title 44 of the Code of Federal Regulations.

(8) A parcel within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the parcel has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.

(9) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(10) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

(11) Lands under a conservation easement.

(c) "Sensitive receptor" means any of the following:

(1) A residence, including a private home, condominium, apartment, or living quarter.

(2) An education resource, including a preschool, school maintaining transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, daycare center, park, playground, university, or college. If a university or college is the only sensitive receptor within 3,200 feet of the development, the university or college is not a sensitive receptor if the development proponent demonstrates to the satisfaction of the public agency with jurisdiction over the development project that no building with nominal daily occupancy on the university or college campus is located within 3,200 feet of the development project.

(3) A community resource center, including a youth center.

(4) A health care facility, including a hospital, retirement home, or nursing home.

(5) Live-in housing, including a long-term care hospital, hospice, prison, detention center, or dormitory.

(6) A building housing a business that is open to the public.

66351. A development project that includes a battery energy storage system shall not be authorized if the development project is located on either of the following:

00153

(a) A site that is within 3,200 feet of a sensitive receptor.

(b) An environmentally sensitive site.

66352. The Legislature finds and declares that this chapter addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this chapter applies to all cities, including charter cities.

SEC. 2. Section 25545 of the Public Resources Code is amended to read

25545. For purposes of this chapter, the following definitions apply:

(a) "California Native American tribe" has the same meaning as set forth in Section 21073.

(c) "Facility" means any of the following:

(1) A solar photovoltaic or terrestrial wind electrical generating powerplant with a generating capacity of 50 megawatts or more and any facilities appurtenant thereto.

(2) ~~An~~(A) *Except as provided in subparagraph (B), an energy storage system as defined in Section 2835 of the Public Utilities Code that is capable of storing 200 megawatt-hours or more of energy.*

(B) "Energy storage system" does not include a battery energy storage system. The commission shall deny an application for a battery energy storage system that is pending as of the effective date of this subparagraph.

(3) A stationary electrical generating powerplant using any source of thermal energy, with a generating capacity of 50 megawatts or more, excluding any powerplant that burns, uses, or relies on fossil or nuclear fuels.

(4) A discretionary project as described in Section 21080 for which the applicant has certified that a capital investment of at least two hundred fifty million dollars (\$250,000,000) will be made over a period of five years and the discretionary project is for (A) the manufacture, production, or assembly of an energy storage system or component manufacturing, wind system or component manufacturing, and solar photovoltaic energy system or component manufacturing, or (B) the manufacture, production, or assembly of specialized products, components, or systems that are integral to renewable energy or energy storage technologies.

(5) An electrical transmission line carrying electricity from a facility described in paragraph (1), (2), or (3) that is located in the state to a point of junction with any interconnected electrical transmission system.

(6) A hydrogen production facility and associated onsite storage and processing facilities that do not derive hydrogen from a fossil fuel feedstock and that receive funding from any of the following:

(A) The Hydrogen Program established pursuant to Section 25664.1.

~~(B) Section 91530, as added by the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Section 2 of Chapter 83 of the Statutes of 2024 (Senate Bill No. 867)), if that act is approved by the voters at the November 5, 2024, statewide general election: 91530.~~

(C) The Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES) authorized by Article 15 (commencing with Section 12100.160) of Chapter 1.6 of Part 2 of Division 3 of Title 2 of the Government Code, as awarded by the United States Department of Energy Office of Clean Energy Demonstrations.

(c) "Site" means any location on which an eligible facility is constructed or is proposed to be constructed.

SEC. 3. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

SEC. 4. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

Because of the potential fire hazard posed by large energy storage systems, it is necessary for this measure to take effect immediately for the protection of public health and safety and the environment.

BMK Parks Survey

Hello Neighbor!

Welcome to the BMK Parks Resident Feedback Survey!

Your BMK CSD Board & Parks Committee is dedicated to maintaining and refreshing the parks and open spaces throughout our community while ensuring equitable access for all residents.

We are interested in hearing your thoughts on how you use the parks/open spaces and what your priorities are as we look to maintain and update them using the Measure A funds that are set aside for park-use only.

Expect to spend about 5-10 minutes on this survey. We very much appreciate your time and feedback.

Warmly,
BMK CSD Board + Parks & Open Spaces Committee

Which of the following best describes you?

I am a resident of BMK living on the South Lagoon

I am a resident of BMK living on the North Lagoon

I am a resident of BMK living on the Creek

What is your age group?

18-34

35-54

55-74

75+

How many children under 18 reside in your household or are family who visit your home and utilize BMK parks?

▼ 0 ... 7+

(drop down menu)

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

	Never	Rarely	A few times a year	A few times a month	A few times a week	Daily
Bahama Park						
Cavalla Cay Park						
Del Oro Park						
Montego Park						
Sunset Park (on BMK Blvd)						

Noting that our funds are limited, what amenities would you be interested in seeing more of in the parks?

Not interested

Somewhat interested

Very interested

Picnic Pavilions

Playgrounds

Exercise equipment

Porta-potty

Shade structures

Water access

Sports courts

Open play field

Dog park

Community garden

Community gathering spaces, e.g., gazebos

ADA park equipment

Other

What improvements would you like to see in the parks?

	Lowest priority	Low priority	Moderate priority	High priority	Highest priority
Upgraded/renovated playground equipment					
Better lighting or security features					
Safe access to the lagoons					
Drainage repairs at Montego Park					
Irrigation at Montego Park					
Signage indicating park hours					
Kayak storage location					

Do you support providing equitable access for all BMK residents to enjoy all community amenities?

YES

NO

Do you have any safety concerns about our existing parks? Please let us know below making sure to indicate the park and the concern.

What else would you like us to know about BMK parks and water access?

Would you be willing to donate time and/or money to support our parks?

Time

Money

Time and money

No

If you're interested in helping out with your parks in any way, please leave your name and contact info below and we'll reach out!

Thank you for your time giving us your feedback on our BMK Parks! We look forward to updating and maintaining them with your input!

BMK CSD Board + Parks & Open Spaces Committee