

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 May 15, 2025 – 7:30pm BMKCS Community Center

Board Members

Mercy Angelopulos
Vince Lattanzio

Cheryl Furst
Steve Nash

Natalia Shorten

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

This Board Meeting is available for real-time viewing via Zoom. The meeting starts promptly at 7:30pm
The Zoom link is (cut/paste may be required):

<https://us06web.zoom.us/j/8221143740?pwd=y00Gutjhs17fOTT6tyhR9sF4HoCMGb.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 April 17, 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 April 2025 – Action item

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

- b. Correspondence and/or Presentations
 - 1. Catherine Di Prete – regarding 8 Montego Key fence. Disputing CSD share cost amount \$5,000.00

V. ADMINISTRATIVE COMMUNICATIONS

a. District Manager’s Report

1. Financial

- a. US Bank- in progress of opening Measure G Checking account
- b. FY 22-23 Audit – Bookkeeper found discrepancies with our FY 21-22 Audit. Working with CPA making corrections before completing the FY 22-23. The information submitted was flawed by the previous District Manager(s), CPA, and bookkeepers. There has been a lot of cleaning up of financial records
- c. Budget FY 25-26 – DRAFT Attached - Discussion

2. Operations

- a. Maintenance Projects Completed;
 - 1. Paradise Trees – Palm trees – Caribe Isle N Fitness, Caribe Isle S., Bahama Reef playground and Palm tree replant at entrance. **\$2640.00 – paid**
 - 2. DMMS – mowed May 5, 2025. Cal West Rental \$
 - 3. Leete Generator repair - \$
 - 4. Brightview – Irrigation repairs **\$2,835.99**
- b. Landscaping Request for proposal(RFP) – attached – Discussion
- c. Bylaws – attached – attached - Discussion
- d. Bel Marin Keys Women’s Scholarship Award winner – Congratulations to Jonathan Bartnicki

3. Calendar

May 26, 2025,	Memorial Day – Office closed
May 30, 2025	Last day to submit articles N2N
June 4, 2025	Food Truck- Rock Burgers
June 7 & 8, 2025	Community Garage Sale
June 14, 2025	10:00am Lock Demonstration – Andrea Kraemer
June 19, 2025	Juneteenth – Office closed
June 21, 2025	Community Car Show 11:00am-3:00pm
June 26, 2025	Board of Directors Meeting 7:30pm

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 – May 13, 2025 Map and rules

VI. STANDING COMMITTEE REPORTS A, D & G

- a. Measure A Parks and Open Space Report– Update DRAFT Parks map and Survey review
- b. Measure D Marine Maintenance Report – Update
- c. Measure G Oversight Committee Report – Update
 - 1. WRA Environmental Services Proposal – Attached \$ 87,910.00
 - 2. NCE Environmental Services Proposal – Attached \$ 132,075.00

VII. UNFINISHED BUSINESS

- a. Brown act training/refresher – Board of directors on a committee will present video in Community Center for training

VIII. NEW BUSINESS

IX. ITEMS OF COMMUNITY INTERESTS

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

X. FUTURE AGENDA ITEMS

XI. ADJOURNMENT

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

Next regular meeting: June 26, 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.

May 9, 2025

Lisa Lue, Board Clerk

Bel Marin Keys Community Services District

4 Montego Key
Novato, CA 94949

Office: 415.883.4222
www.bmkcsd.us

MINUTES REGULAR BOARD MEETING April 17, 2025 – 7:30pm BMKCSD Community Center

Board Members

Mercy Angelopoulos
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 April 11, 2025. President Nash called the Regular Board Meeting to order at 7:31pm and called roll. The directors present along with Steve Nash were, Cheryl Furst, Natalia Shorten and Vince Lattanzio. Absent was Mercy Angelopoulos. 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 March 20, 2025 Minutes
Moved by Director: Furst; Seconded by Director Nash
Director Vote: 4 Aye; 1 Absent
Motion carried

II. CONSENT CALENDAR

Motion to approve Ratification of checks and payroll issued – March
Motion to take financials off consent calendar
Moved by Director: Furst; Seconded by Director Nash
Amend motion to have District Manager review policy on Consent Calendar
TABLED
Director Vote: 3 Aye; 1 Abstain; 1 Absent
Motion carried

IV. PUBLIC COMMENT

~~Resident K. O'Haire email regarding capital projects~~ Discussion under new business
In person attendance – Thirteen
Zoom - two

V. ZOOM PRESENTATION – CIVIC PLUS – Jordan Cairns from Civic Plus - Presentation for BMKCSD webpage

Motion to discuss the two website proposals
Moved by Director: Furst; Seconded by Director: Shorten
TABLED
Director Vote: 4 Aye; 1 Absent
Motion carried

VI. ADMINISTRATIVE COMMUNICATIONS

a. District Manager's Report
1. Financial

a. Fraudulent check update – \$7,410.00 received and moved from Waterways checking to Operations Savings for reimbursement.

- b. **Measure D Reserves Bank of Marin Account. Close Measure D Reserves and move to Measure D Savings \$876.74**
- c. **Resolution 25-04; Move Measure G funds to US Bank opening a Platinum Checking account and Platinum Money Market account. US Bank is a preferred vendor with CSDA.
Motion to approve Resolution 25-04
Moved by Director Nash; Seconded by Director Lattanzio
Director Vote: 4 Aye; 1 Absent**
- d. **Measure G funds received April 15, 2025 \$505,440.00 – Total Measure G savings \$1,343,981.20
Measure D funds received April 15, 2025 \$221,393.95 – Total Measure D savings \$459,477.59
Operations funds received April 15, 2025 \$262,641.97 – Total Operation savings \$2,581,958.25**
- e. **FY 2025-26 Budget – will have a draft for May 15, 2025 Board meeting**

2. Operations

- a. **Maintenance projects completed:**
 - 1. **Health Department – Passed inspection except for ice machine had mold on inside of machine. Brian sanitized and cleaned the machine.**
 - 2. **Paradise Trees - Palm trees at front entrance and palm trees outside of office cleaned up – payment \$565.00 Operations - paid**
 - 3. **AFS - North Lagoon limit switch bracket emergency fix –\$680.00– Measure D - paid**
 - 4. **Jet Mulch – Bahama, Cavalla Cay, and Del Oro \$3,881.81 Measure A**
 - 5. **Door King and AT&T were on site fixing the Multi – Court phone line and circuit board connection – No invoice yet - Measure A to be paid from Operations**
- b. **Measure A funds – Noemi did not pay utilities out of Measure A funds. Will be reimbursing funds to Measure A Savings from Operations Savings for utilities paid in error.**
- 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 – Orlando's Landscaping \$13,600.00; PCS \$12,200.00; AFS \$11,900.00 – Half to be paid by resident 8 Montego Key – Operations
Discussion regarding fence, electrical and storage of ladders hanging on resident side of fence as a storage area causing life expectancy to be minimized.
Motion to pay up to \$5,000 for repair of fence
Moved by Director Lattanzio; Seconded by Director Nash
Director Vote: 4 Aye; 1 Absent**
- 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. –Not being renewed at this time.**
- f. **Landscaping Bids – RFP/RFQ Discussion
Motion to post RFP for bids with minor wording modifications
Moved by Director Nash; Seconded by Director Lattanzio
Director Vote: 4 Aye; 1 Absent**
- g. **Bylaws -Received a Public Records Request for Bylaws. Unable to locate. Will have a draft available for May Board Meeting**
- h. **California Lands Commission – Lease 5307; Spoil Markers Forty-year lease expires March 31, 2026 – Renew lease, there is no cost.**

3. Calendar

April 14-25	SCC Perennial Grazing BMKV
April 19, 2025	Easter Egg Hunt – Montego Park 11:00am
April 22, 2025 marquee	Earth Day – Volunteer neighborhood clean up – post on
April 28, 2025	SCC soil testing BMK Unit V
May 7, 2025	First food truck night –5:00pm
May 13, 2025	Waterways Committee – 6:30pm
May 15, 2025	Board Meeting 7:30pm
End of May	Road Sealing – Bahama Reef
June 7 & 8	Community Garage Sales
June 21, 2025	Community Car Show 11:00am-3:00pm

a. *ad hoc* Committee Reports

1. Grant Writing Committee Report – Update Possible applicant for project manager
2. BMK Community Safety Committee Report (ERT/Traffic/PGE) – Update
 - a. ERT – no update
 - b. Traffic – Reports recorded average speeding 28-65 mph in BMK. Montego Park – DPW will place cameras to monitor pedestrian traffic. Narrowing of BMK Blvd with buffer lane between bike lane and traffic lane. Speed radar signs will be placed further down the Blvd. Visibility issues on all streets
 - c. PGE – no update
3. Beautification Committee Report – Update Planted 13 plants on island. Removal of dead trees after birds migrate
4. Welcome to the Keys Committee Report -Update - None
5. Communications Committee Report- Update – Policies and Procedures. Board to review and edit
6. Waterways Committee Report –Update – Meeting scheduled for May 13, 2025
Waterways map rules and regulations in draft form. Town Hall for education and Informational.
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 – Corrections and additions to survey. Suggestion of bringing back “Park Day”
- b. Measure D - Marine Maintenance Report – Update – Waiting for information from contractors with proposals
 - a. Permit consultant proposal- update Proposal from WRA received. Waiting for NCE proposals
 - b. Preparation of RFQ for marine infrastructure-qualified contractors – update Contact SGH for contractor referrals. Focus on South Lock first then North Lock with the same 5-year permit.
Stop Log prototype almost complete.
- 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** Design for both locks. Includes mechanical and electrical work. Want 65% of documentation of both locks completed as soon as possible.
 - b. Hydrology information – Update from Robin Lee – Attached
 - c. Permit consultant proposal – update *see above Measure D (a)
 - d. Preparation of RFQ for marine infrastructure - qualified contractors – update *see above Measure D (b)

VIII. UNFINISHED BUSINESS

- a. Aylene Lambert – Gardens HOA – update - Tabled until May meeting
- b. Fishing violation – update – email from Lt. Morton
- c. Retreat for Board members – update – Half day team building. CSDA recommendation is too expensive. Contact County Counsel for referral
- d. Brown Act training/refreshers – update - CSDA online. Send in support of AB 259
 - 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 – Resident K. O’Haire – List of Dredge project for S. lagoon, no action so far. Possible small dredge. More information on May agenda.
- b. South lagoon shoreline – Cavalla Cay – Resident K. O’Haire - Shoreline next to 10 Cavalla Cay eroding and slowing falling into water.
- c. Caribe Isle North – email from Resident at 212 Caribe – silt and dredging

X. ITEMS OF COMMUNITY INTERESTS

- a. Refuge – Update – No update
- b. SCC – Update – Coastal Conservancy Board Meeting April 17, 2025 Zoom - nothing about transfer of property. SCC Information boards to be placed near wetland property
- c. Pattern Energy – Update – Moratorium updates Response to AB 303 from Taylor - Pattern Energy to be posted in N2N
- d. Novato Creek Baylands Strategy – Update -no update
- e. Cal Trans – Highway 37 project – Update – Raising of Hwy 37 Sears Point East.

XI. FUTURE AGENDA ITEMS

XII. ADJOURNMENT

All matters before the Board are being addressed – motion to adjourn.
Motion to Adjourn 10:35pm
Moved by Director: Nash; Seconded by: Director Lattanzio
Director Vote: 4 Ayes; 1 Absent
Motion Carried

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 25, 2025



Bel Marin Keys Community Services District

RATIFICATION OF WARRANTS AND PAYROLL

FOR THE REGULAR MEETING OF May 15, 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:	\$ 34,951.47
Payroll Checks:	\$ 14,977.68

Total Disbursements: \$ 49,929.15

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

May 9, 2025

DEPARTMENT SUMMARY

0083 1308-1638 Bel Marin Keys C S D

CHECK DATE	HOURS						EARNINGS							TOTAL	
	REG	OT	VAC	HOL	SICK	ALL OTHER HOURS	REG	OT	VAC	HOL	SICK	BONUS	COMM		ALL OTHER EARNINGS
04/11/25	18.00						7,426.34								7,426.34
04/25/25	23.00						7,551.34								7,551.34
MTD (APR)	41.00						14,977.68								14,977.68
QTD (Q2)	41.00						14,977.68								14,977.68
YTD (2025)	451.25	6.50	32.00	32.00	6.00		62,997.46	347.10	1,139.20	1,139.20	156.00				65,776.96

CHECK DATE	REIMBURSEMENTS & OTHER PAYMENTS				OTHER ITEMS (DO NOT INCREASE NET PAY)		
	EXP REIMB NON TAX	1099-MISC	OWNER DRAW	TOTAL	401K ER	MATCH	SIMPLE IRA ER QSEHRA-MEMO
04/11/25	276.26			276.26			208.75 M276.26
04/25/25	276.26			276.26			208.75 M276.26
MTD (APR)	552.52			552.52			417.50 M552.52
QTD (Q2)	552.52			552.52			417.50 M552.52
YTD (2025)	2,466.22			2,466.22			1,785.69 M2,466.22

CHECK DATE	EMPLOYEE WITHHOLDINGS					LOCAL INCOME TAX	LOCAL INCOME TAX	LOCAL INCOME TAX	ALL OTHER WITHHOLDINGS	TOTAL
	SOC SEC	MEDICARE	FED INCOME TAX	STATE INCOME TAX						
04/11/25	460.44	107.68	648.95	CA 265.97				CA Disability 89.12	1,572.16	
04/25/25	468.18	109.50	648.95	CA 265.97				CA Disability 90.62	1,583.22	
MTD (APR)	928.62	217.18	1,297.90	CA 531.94				CA Disability 179.74	3,155.38	
QTD (Q2)	928.62	217.18	1,297.90	ALL 531.94				Disability 179.74	3,155.38	
YTD (2025)	4,078.30	953.80	5,455.80	ALL 2,268.08				Disability 789.38	13,545.36	

CHECK DATE	EMPLOYEE DEDUCTIONS			ALL OTHER DEDUCTIONS	TOTAL
	401K EE PRETAX	SIMPLE IRA EE			
04/11/25		832.08			832.08
04/25/25		832.08			832.08
MTD (APR)		1,664.16			1,664.16
QTD (Q2)		1,664.16			1,664.16
YTD (2025)		6,135.89			6,135.89

CHECK DATE	EMPLOYER LIABILITIES						TOTAL	FEDERAL LIABILITY		NET PAY
	SOC SEC	MEDICARE	FED UNEMPLOY	STATE UNEMPLOYMENT (SUI)	SUI RATE	ALL OTHER LIABILITIES		CHECK DATE	TOTAL 941 TAX LIABILITY	
04/11/25	460.43	107.69	2.81	CA 29.02	6.2%		599.95	04/11/25	1,785.19	5,298.36
04/25/25	468.18	109.50	3.56	CA 36.77	6.2%		618.01	04/25/25	1,804.31	5,412.30
MTD (APR)	928.61	217.19	6.37	CA 65.79			1,217.96	MTD (APR)	3,589.50	10,710.66
QTD (Q2)	928.61	217.19	6.37	ALL 65.79			1,217.96	QTD (Q2)	3,589.50	10,710.66
YTD (2025)	4,078.30	953.83	121.54	ALL 378.81		Surcharge	5,551.16	YTD (2025)	15,520.03	48,563.93

DEPARTMENT SUMMARY

0083 1308-1638 Bel Marin Keys C S D

CHECK DATE	HOURS						EARNINGS						TOTAL		
	REG	OT	VAC	HOL	SICK	ALL OTHER HOURS	REG	OT	VAC	HOL	SICK	BONUS		COMM	ALL OTHER EARNINGS
04/11/25	18.00						7,426.34								7,426.34
MTD (APR)	18.00						7,426.34								7,426.34
QTD (Q2)	18.00						7,426.34								7,426.34
YTD (2025)	428.25	6.50	32.00	32.00	6.00		55,446.12	347.10	1,139.20	1,139.20		156.00			58,227.62

REIMBURSEMENTS & OTHER PAYMENTS					OTHER ITEMS (DO NOT INCREASE NET PAY)				
CHECK DATE	EXP REIMB NON TAX	1099-MISC	OWNER DRAW	TOTAL	401K ER	MATCH	SIMPLE IRA ER	QSEHRA-MEMO	
04/11/25	276.26			276.26			208.75	M276.26	
MTD (APR)	276.26			276.26			208.75	M276.26	
QTD (Q2)	276.26			276.26			208.75	M276.26	
YTD (2025)	2,189.96			2,189.96			1,576.94	M2,189.96	

EMPLOYEE WITHHOLDINGS									
CHECK DATE	SOC SEC	MEDICARE	FED INCOME TAX	STATE INCOME TAX	LOCAL INCOME TAX	LOCAL INCOME TAX	LOCAL INCOME TAX	ALL OTHER WITHHOLDINGS	TOTAL
04/11/25	460.44	107.68	648.95	CA 265.97				CA Disability 89.12	1,572.16
MTD (APR)	460.44	107.68	648.95	CA 265.97				CA Disability 89.12	1,572.16
QTD (Q2)	460.44	107.68	648.95	ALL 265.97				Disability 89.12	1,572.16
YTD (2025)	3,610.12	844.30	4,806.85	ALL 2,002.11				Disability 698.76	11,962.14

EMPLOYEE DEDUCTIONS					
CHECK DATE	401K EE PRETAX	SIMPLE IRA EE		ALL OTHER DEDUCTIONS	TOTAL
04/11/25		832.08			832.08
MTD (APR)		832.08			832.08
QTD (Q2)		832.08			832.08
YTD (2025)		5,303.81			5,303.81

EMPLOYER LIABILITIES							FEDERAL LIABILITY		NET PAY
CHECK DATE	SOC SEC	MEDICARE	FED UNEMPLOY	STATE UNEMPLOYMENT (SUI)	SUI RATE	ALL OTHER LIABILITIES	TOTAL	CHECK DATE	TOTAL 941 TAX LIABILITY
04/11/25	460.43	107.69	2.81	CA 29.02	6.2%		599.95	04/11/25	1,785.19
MTD (APR)	460.43	107.69	2.81	CA 29.02			599.95	MTD (APR)	1,785.19
QTD (Q2)	460.43	107.69	2.81	ALL 29.02			599.95	QTD (Q2)	1,785.19
YTD (2025)	3,610.12	844.33	117.98	ALL 342.04		Surcharge 18.68	4,933.15	YTD (2025)	13,715.72

BMKCSD - Checking Accounts April 1 to April 30, 2025

Account	Date	Trans Type	#	Name	Memo/Description	Amount
Operating Account - 5682	4/29/2025	Check	6	PG&E		1,957.51
Operating Account - 5682	4/29/2025	Check	5	Alhambra	water cooler	12.99
Operating Account - 5682	4/29/2025	Check	4	Pixie Dust Marin, LLC	Rental deposit refund	500.00
Operating Account - 5682	4/29/2025	Check	3	Cintas Corp	cleaning supplies	179.53
Operating Account - 5682	4/29/2025	Check	2	RBA Bookkeeping Services	Audit/Bookkeeping	3,943.75
Operating Account - 5682	4/29/2025	Check	1	Your Copier Source	Jan-April	1,442.12
Operating Account - 5682	4/22/2025	Check	7	RBA Bookkeeping Services	Audit/Bookkeeping	1,112.50
Operating Account - 5682	4/22/2025	Check	6	DC Electric	street lights	139.68
Operating Account - 5682	4/22/2025	Check	5	Orkin	pest control	87.00

Operating Account - 5682	4/22/2025	Check	4	A&P Moving	storage boxes	73.20
Operating Account - 5682	4/22/2025	Check	3	Carlos Aquilino	Rental deposit refund	500.00
Operating Account - 5682	4/22/2025	Check	2	Cintas Corp	cleaning supplies	165.27
Operating Account - 5682	4/22/2025	Check	1	PKS Professional Kitchen	dish sanitizer	191.78
Operating Account - 5682	4/15/2025	Check	7	Vince Lattanzio	Dir Fee	100.00
Operating Account - 5682	4/15/2025	Check	6	Steve Nash	Dir Fee	100.00
Operating Account - 5682	4/15/2025	Check	5	Natalia Shorten	Dir Fee	100.00
Operating Account - 5682	4/15/2025	Check	4	Mercy Angelopulous	Dir Fee	100.00
Operating Account - 5682	4/15/2025	Check	3	Cheryl Furst	Dir Fee	100.00
Operating Account - 5682	4/15/2025	Check	2	RBA Bookkeeping Services	Audit/Bookkeeping	1,200.00
Operating Account - 5682	4/15/2025	Check	1	Dan Pagano	IT	837.00

Operating Account - 5682	4/8/2025	Check	1944	Pini Hardware		531.14
Operating Account - 5682	4/8/2025	Check	10	AT&T		198.56
Operating Account - 5682	4/8/2025	Check	9	PG&E		889.19
Operating Account - 5682	4/8/2025	Check	7	Alhambra		45.47
Operating Account - 5682	4/8/2025	Check	6	First Citizens Bank	Copy machine rental	482.82
Operating Account - 5682	4/8/2025	Check	5	Restaurant repair	ice machine	196.65
Operating Account - 5682	4/8/2025	Check	4	PGE		1,625.43
Operating Account - 5682	4/8/2025	Check	3	Eve Cornell	Rental deposit refund	500.00
Operating Account - 5682	4/8/2025	Check	2	Brightview		6,920.01
Operating Account - 5682	4/8/2025	Check	1	AT&T	office/internet	132.30
Operating Account - 5682	4/1/2025	Check	4	DC Electric	street lights	139.68

Operating Account - 5682	4/1/2025	Check	3	Cintas Corp	cleaning supplies	252.15
Operating Account - 5682	4/1/2025	Check	2	Paradise Tree		565.00
Operating Account - 5682	4/1/2025	Check	1	Roy's Sewer Service	Kitchen grease trap	800.00
Measure D Checking - 7609	4/29/2025	Check	1	PG&E		967.25
Measure D Checking - 7609	4/1/2025	Check	1	NBS Govt Finance		704.26
Measure A Checking 5586	4/29/2025	Check	1	Paradise Tree Service	Trees Caribe N, Caribe S, Entrance	2640
Measure A Checking 5586	4/2/2025	Check	1	Jet Mulch	Mulch for Del Oro, Bahama, Cavalla	3881.81
Measure A Checking 5586	4/1/2025	Check	1	North Marin Water	parks - irrigation	637.42



Good Morning, Lisa Lue

ACCOUNTS



Bank of Marin Measure A Checking -15586

Current Balance

\$36,286.21

Available Balance

\$36,286.21

Bank of Marin Waterways Checking -42715

Current Balance

\$9,888.58

Available Balance

\$9,888.58

Bank of Marin Operations Checking -75682

Current Balance

\$55,667.07

Available Balance

\$55,667.07

Bank of Marin Measure G -83912

Current Balance

\$9,296.14

Available Balance

\$9,296.14

Bank of Marin Operations Savings -07191

Current Balance

\$2,580,892.22

Available Balance

\$2,580,892.22

Bank of Marin Waterways Savings -10195

Current Balance

\$451,818.77

Available Balance

\$451,818.77

Bank of Marin Measure G Savings -37296

Current Balance

\$1,347,066.47

Available Balance

\$1,347,066.47

Bank of Marin Measure A Savings -38521

Current Balance

\$146,454.87

Available Balance

\$146,454.87

ASSET SUMMARY



Operations Savings

XXXXX07191

55.65%

Current Balance

\$2,580,892.22

Available Balance

\$2,580,892.22



Cal-West Rentals inc.

STATEMENT DATE: 05/09/25 57259
 PRINTING DATE: 05/09/25

BEL MARIN KEYS COMMUNITY
 4 MONTEGO KEY
 NOVATO CA 94945

REMIT TO:
 CAL-WEST RENTALS, INC.
 1300 PETALUMA BLVD. N.
 PETALUMA, CA 94952-1954

THANK YOU FOR YOUR BUSINESS
 AND PROMPT PAYMENT.

DATE	INVOICE#	LOC	DESCRIPTION	AMOUNTS	CREDITS	BALANCE
05/06/25	433918	100	PO# BEL MARIN KEYS	464.81	0.00	464.81

CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	TOTAL DUE
464.81	0.00	0.00	0.00	0.00	464.81

Proposal for Extra Work at Bel Marin Keys CSD

Property Name	Bel Marin Keys CSD	Contact	Lisa Lue
Property Address	4 Montego Key Novato, CA 94949	To	Bel Marin Keys
		Billing Address	Community Services District 4 Montego Key Novato, CA 94949

Project Name 3/10/25 Irrigation Report
 Project Description Irrigation Startup

Scope of Work

Lisa,

this is the result of the irrigation audit we performed couple weeks ago in order to prepper for the watering season.

-the emitters listed to be canceled is because they don't water any Landscape and it's to avoid the water waste.

-pvc lines repair price depends on the areas where the break is located,per example;close to Tree Roots,Concrete/asphalt.

-the valves that are not responding with the controllers;this includes the labor time to investigate the wiring,trace and locate the issue,if there are any further repairs to be made after investigation quote will be sent separately.

please let me know if you have any questions.

QTY	UoM/Size	Material/Description	Unit Price	Total	
Club House Controller 1				Subtotal	\$12.98
1.00	EACH	Station #1 leak in the dripline	\$12.98	\$12.98	
Club House Controller 2				Subtotal	\$227.68
1.00	EACH	Station # 2 repair broken lateral line	\$227.68	\$227.68	
Caribe Isle Controller				Subtotal	\$70.24
1.00	EACH	Station# 1 cancel 8 emitters	\$36.39	\$36.39	
1.00	EACH	Station#2 replace missing emitter and cancel 5 emitter	\$33.85	\$33.85	
Del Oro Lagon Controller				Subtotal	\$345.83
1.00	EACH	Station# 2 install raisers on 4 sprinklers to improve the coverage	\$115.11	\$115.11	
1.00	EACH	Station# 4 replace 2 sprinklers	\$174.31	\$174.31	
1.00	EACH	Station#5 replace 2 clogged Nozzles	\$56.41	\$56.41	
Cavalla Cay Controller				Subtotal	\$415.25
1.00	EACH	Station# 4 replace 1 sprinkler and 1 clogged nozzle	\$79.83	\$79.83	
1.00	EACH	Station# 8 replace 1 sprinkler	\$95.05	\$95.05	

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 4100 Paoli Loop Rd, American Canyon, CA 94503 ph. (707) 251-8872 fax

Proposal for Extra Work at Bel Marin Keys CSD

1.00	EACH	Station# 9 repair broken pvc lateral and 2 nozzles	\$240.37		\$240.37
Montago Key Controller					
				Subtotal	\$364.49
1.00	EACH	Station#1 valve does not start with the controller,this i for technician to trace and tone the wiring	\$189.61		\$189.61
1.00	EACH	station # 5 replace 1 rotor	\$87.73		\$87.73
1.00	EACH	Station # 6 replace faulty solenoid and repair dripline leak.	\$87.15		\$87.15
Entrance Road Controller 1					
				Subtotal	\$1,037.65
1.00	EACH	station # 2 replace 1 nozzle	\$36.11		\$36.11
1.00	EACH	station # 3 replace 1 nozzle	\$36.11		\$36.11
1.00	EACH	station # 4 repair 2 broken pvc laterals near Tree roots.	\$588.25		\$588.25
1.00	EACH	station # 6 repair 1 broken pvc laterals near Tree roots.	\$287.78		\$287.78
1.00	EACH	station # 8 cancel 4 emitters	\$18.05		\$18.05
1.00	EACH	station # 9 bad Solenoid to be replaced	\$71.35		\$71.35
Road Entrance Controller 2					
				Subtotal	\$311.20
1.00	EACH	station # 3 repair 3 leaks in the dripline.	\$23.42		\$23.42
1.00	EACH	station # 5 repair broken pvc lateral line	\$287.78		\$287.78
Calypso Shores Controller					
				Subtotal	\$32.95
1.00	EACH	Station # 1 cancel 5 emitters and replace 3 emitters	\$32.95		\$32.95
Battery Timmer along Bmk BLVD					
				Subtotal	\$17.72
1.00	EACH	station #2 replace broken coupling	\$17.72		\$17.72

For internal use only

SO# 8622475
 JOB# 421302042
 Service Line 150

Total Price \$2,835.99

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
 4100 Paoli Loop Rd, American Canyon, CA 94503 ph. (707) 261-8872 fax

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of the Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Signature		Title
			Interim District Manager
	Lisa Lue Printed Name		March 21, 2025 Date

BrightView Landscape Services, Inc. "Contractor"

	Signature		Title
			Account Manager
	Alejandro Vidales Sarsan Printed Name		March 21, 2025 Date
	Job #:	421302042	
	SO #:	8622475	Proposed Price: \$2,835.99



Bel Marin Keys Community Services District

REQUEST FOR PROPOSALS Landscaping services

The Bel Marin Keys Community Services District (“BMKCSD” or “District”) is seeking to contract for landscaping services from July 1, 2025, to July 1, 2028, as described below.

*Proposal packages must be received
on or before 4:00 pm on June 9, 2025.*

Submissions must be delivered by email, mail or hand delivery to:

Lisa Lue, District Manager
Bel Marin Keys Community Services District
4 Montego Key
Novato, CA 94949

Site walk through:	May 23, 2025, at 8:00 a.m.
Clarification Questions Due	May 26, 2025 at 4 p.m.
Proposal Deadline:	June 9, 2025, at 4:00 p.m.
Notice of Award (estimated):	June 20, 2025
Project:	District-Wide Landscaping Services, FY25-28

Any proposer who wishes their proposal to be considered is responsible for making certain that the completed proposal is timely received. Proposals received after the scheduled submittal deadline will be returned unopened.

SCOPE OF WORK

Project Scope:

- A. The scope of work includes landscape maintenance to BMKCSD properties, including but not limited to:
 - a. Eight (8) Parks: Montego Park, Cavalla Cay, Del Oro, Bahama Reef East and West, Caribe Isle North, Hudson, Sunset; and
 - b. Four (4) Boat Ramp Areas: Calypso, Dolphin Isle, Bahama Reef East and West; and
 - c. Two (2) Navigation Lock Entry Areas: North and South; and
 - d. The Community Service Center; and
 - e. Median Strips along Bel Marin Keys Boulevard; and



Bel Marin Keys Community Services District

- f. The entry area into the BMKCSD along with other smaller parcels which are located within the BMKCSD. (Exhibit A)
- 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.
- C. Specific site requirements, time periods and schedules will be specified for each job required by the District. Proposals must include verification that contractor can supply sufficient workers to cover at least 64 man hours per week and November through February 32 man hours per week. Any time off or days off due to illness, weather or any absence, require a notification be sent to the District Manager by email (llue@bmkcsd.us) to include make up time and date. Hours worked will commence once signed in at Bel Marin Keys CSD office of the Bel Marin Keys Community Services District.
- D. Provide proposal with sufficient information including labor/ materials/ overhead/ profit/taxes for additional work outside of the RFP work.

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 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. The District reserves the right to reject any and all proposals and to elect not to enter into any contract for the services described in this scope of work. The District reserves the right to make multiple awards of this proposal. More than one proposal from an individual, firm or partnership, corporation, or association, under the same or different name, will not be considered; and where reasonable grounds for believing that a bidder has submitted more than one proposal, will cause the rejection of all proposals from that bidder. Proposals in which prices are obviously overstated or understated may be rejected by the District.
- B. The District also reserves the right to request clarification of information from the proposer. 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 and completed Attachment A 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 Lisa Lue, District Manager email, mailed, or hand delivered to Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, on or before **June 9, 2025 at 4:00 p.m.** The BMKCSD 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 material irregularities of any kind. Mistakes must be crossed out and corrections typed or printed adjacent to the mistake and initiated in ink by the person who signs the proposal. Prices shall be stated in dollars and quotations made separately on each item. Where there is a conflict between words and figures, words will govern. The District reserves the right to waive any irregularities in the proposals received.
- E. Each bidder is noticed that all Contractors performing work for the District are 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 District, 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 District 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 District and its officers, agents and employees shall be primary insurance to the full limits of the policy, and that if District 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 District's 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 District's 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).

- F. 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.
- G. The contractor receiving the awarded contract shall enter into an agreement. See attachment A, Modifications of the contract will not be considered unless said modifications are submitted with the response to this Request for Proposals.
- H. Any question pertaining to the plans, specifications, or any of the Contract Documents shall be in writing, addressed to the attention of Lisa Lue, District Manager, if by mail, Bel Marin Keys Community Services District, 4 Montego Key, Novato, CA 94949, or email to llue@bmkcsd.us
- I. The District reserves the right to request change orders at any time.
- J. 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).
- K. 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.
- L. Each interested Contractor is invited, and strongly encouraged to attend a site walk through. The site walk is scheduled for **May 23, 2025, at 8:00am**. 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



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 June 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

This Request for Proposal and the resulting contract shall be governed by all applicable federal, state, and local laws, codes, ordinances, and regulations, and shall be in accordance with the substantive and procedural laws of the State of California.

Contractors are required to comply with prevailing wage laws.

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 Public Contract Code - Public Projects of more than two hundred twenty thousand dollars (\$220,000) shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

**ATTACHMENT A – LANDSCAPE MAINTENANCE
The Bel Marin Keys Community Services District
Landscaping Services 2025-2026 for Existing Facilities**

BID ITEM 1 – MOWING AND BLOWING AREAS AS DESIGNED AND DEPICTED

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A. Mow, Edge, Rake and blow all lawn areas, clean all adjacent areas of debris	Weekly (52)		
B. Blow, pick up debris on all boat ramps, locks and open space sidewalks	Weekly (52)		
C. Blow, pick up debris BMKCS D Community Center and parking lot	Weekly (52)		
D. Blow, pick up debris on Montego Park Tennis Court and Bocce Court ¹	Weekly (52)		
E. Reset mulch, decorative rocks all areas	Weekly (52)		

BID ITEM 2 – TREE MAINTENANCE (12' AND BELOW ON ALL TREES)

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A. Prune bushes/trees in parks and open spaces including BMKCS D Community Center.	Weekly (52)		

NO pedestrian walkways are to have overhanging branches (3' above line of sight is considered out of compliance) or ground cover on walkways and tactile paving			
B. Treat Signs of Disease or Infestation	Per Tree	To be Negotiated	N/A
OPTIONAL C. Remove Downed, Diseased, overhanging or crossing braches	Per Tree	To be Negotiated	N/A

BID ITEM 3 – HEDGE AND BUSH MAINTENANCE

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A. Prune hedges and bushes in parks and open spaces including BMKCS Community Center	Weekly (52)		
B. Trim Oleander Hedge along Bel Marin Keys Blvd	(4) times per year		

BID ITEM 4 – GROUND COVER

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A. Prune back ground cover, overhanging, maintenance (debris, weeds)	Weekly (52)		
B. Trim Ice Plants along Bel Marin Keys Boulevard	Weekly (52)		

BID ITEM 5 – FERTILIZER/WEED CONTROL

Description	Unit	Unit Price (\$)	Extended Amount (\$)
A.Fertilize all Lawn Areas	(2) times per year		
B.Application of Weed Control Chemicals ²	(2) times per year		
OPTIONAL C.Removal of Weeds	Hourly Rate/As Requested		N/A

BID ITEM 6 – IRRIGATION SYSTEMS

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A. Check/review irrigation systems	Weekly While doing maintenance		
B.Test Drip Heads/Adjust valves and controllers for water management	(2) times per month		

BID ITEM 7 – TRASH REMOVAL

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A.Remove trash from garbage cans from all facilities/place new liner in refuse can	Weekly (52)		
B.Remove trash inside the moats on Bel Marin Keys Boulevard ³	Weekly (52)		
C.Remove trash and restock all pet stations (18) disposal bags	Weekly (52)		

² As approved by the BMKCSD as a submittal by Contractor

³ Shoreline within moat is included

BID ITEM 8 – ADDITIONAL LABOR TO SUPPORT DURING GROWING SEASON/WEED CONTROL APRIL 1ST TO SEPTEMBER 30TH

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A.On Site actual labor/crew size increase to four (4) personnel. Price only the ADDITIONA cost to increase staff on site from 3 to 4	Weekly (26)		

OPTIONAL BID ITEM 9 – MISCELLANEOUS

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
OPTIONAL A.Replace/Install Mulch in Planted Areas	Cubic Yard		
OPTIONAL B.Replace/Install Engineered Bark/Chips in Playground Areas (soft-fall or equal) compact as needed	Cubic Yard		

INFORMATIONAL BID ITEM 1 – HOURLY CHARGES

Description	Unit (Lump Sum)	Unit Price (\$)	Extended Amount (\$)
A.Provide standard hourly rate sheet for any and all additional services provided	One	To be provided as attachment to proposal	n/a

LIST OF SUB-CONTRACTORS

**Bel Marin Keys Community Services District Landscaping Services
2025-2026 for Existing Facilities**

Any person making a proposal or offer to perform the work, shall in his or her proposal or offer, set forth: (a) The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the primary Contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total proposal; (b) The portion of the work which will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her proposal.

Any item of work, which does not set forth a designated Sub-Contractor will be done by the Prime Contractor.

Name & Address

Portion of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Prime Contractor)

Signed by: _____
Title : _____

BIDDER CERTIFICATIONS

Bel Marin Keys Community Services District Landscaping Services 2025-2026 for Existing Facilities

1.01 GENERAL

A. The undersigned Bidder certifies to the District, as set forth in sections 1 through 4 below.

1. Certificate of Non-Discrimination

By my signature hereunder, on behalf of the Bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, gender, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

2. State of Convictions

By my signature hereunder, I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Bidder within the past two years because of failure to comply with an order of a Federal Court or to comply with an order of the National Labor Relations Board.

3. Previous Disqualifications

By my signature hereunder, I hereby swear, under penalty of perjury, that the below indicated Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

4. Certification of Workers Compensation Insurance

By my signature hereunder, as the Contractor, I certify that I am aware of the provisions of Labor and Labor Relations of the General Laws of California which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that law, and I will comply with such provisions before commencing the performance of the Work of this Contract.

1.02 INSURANCE VERIFICATION

The undersigned Bidder Certifies that he has the following insurance coverage:

1. **Workers' Compensation:**
Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
2. **General Liability:**
Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: \$ _____
A.M. Best Rating: _____
3. **Automotive Liability:**
Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: \$ _____
A.M. Best Rating: _____
4. **Excess Liability (if applicable):**
Carrier: _____
Address: _____
Phone and Fax: _____
Policy Number: _____
Policy Limits: \$ _____

A.M. Best Rating: _____

B. Additional endorsements to insurance are required for the following coverages:

1. Additional Insured:

It is hereby understood and agreed that Additional Insured for General Liability and Auto Liability Coverage shall include: The District, its Board, commissions, committees, boards, officers, employees, and agents as additional insured as respects to work done by Named Insured.

2. Waiver of Subrogation:

All policies of insurance pertaining to the Work and held of obtained by the CONTRACTOR and each Subcontractor, whether required by this Contract or not, shall state that the underwriters or insurers waive their transfer of rights of recovery (waiver of subrogation) as to any claims against the COMPANY, its subsidiaries, joint ventures and affiliates and its and their officers, directors, agents, employees and invitees for bodily injury, death, losses of damages covered by such policies.

3. Primary Coverage

With respect to claims arising out of the operations of the Name Insured, such insurance as afforded by the policy is primary, and is not additional to or contributing with any other insurance carried by or for the benefit of the above Additional Insureds.

4. Cross Liability/Severability of Interest

The naming of more than one person, firm or corporation as insured under this policy shall not, for that reason alone, extinguish any rights of the insured against another, but this endorsement, and the naming of multiple insureds, shall not increase the total liability of the Company under this policy.

5. Notice of Cancellation for General Liability and Auto Liability:

It is understood and agreed that in the event of cancellation of or reduction in the policy for any reason, including non-payment of premium, 30 days written notice will be sent to the District.

1.03 RELEVANT EXPERIENCE

A. List Bidder's comparable projects completed by Bidder in the last three years, with Owner contact information. (Attach separate sheets if necessary)

B. List any project(s) where Bidder has been default terminated by any Owner or has been involved in arbitration/litigation with an Owner on any work performed by Bidder. Provide Owner contact information.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE BMKCSD ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER: _____
(COMPANY NAME)

BY: _____ TITLE _____
NAME

BY: _____ DATE _____
SIGNATURE

BEL MARIN KEYS
LANDSCAPE MAP

Parks:

- Montego #1 (irrigation)
- Hudson #2
- Caribe #3 (irrigation)
- Sunset #4 (irrigation)
- Cavalla #5 (irrigation)
- Del Oro #6 (irrigation)
- Bahama #7/8

Office #9 (irrigation)

Ramps:

- Calypso # 24
- Dolphin #20
- Bahama #27/28

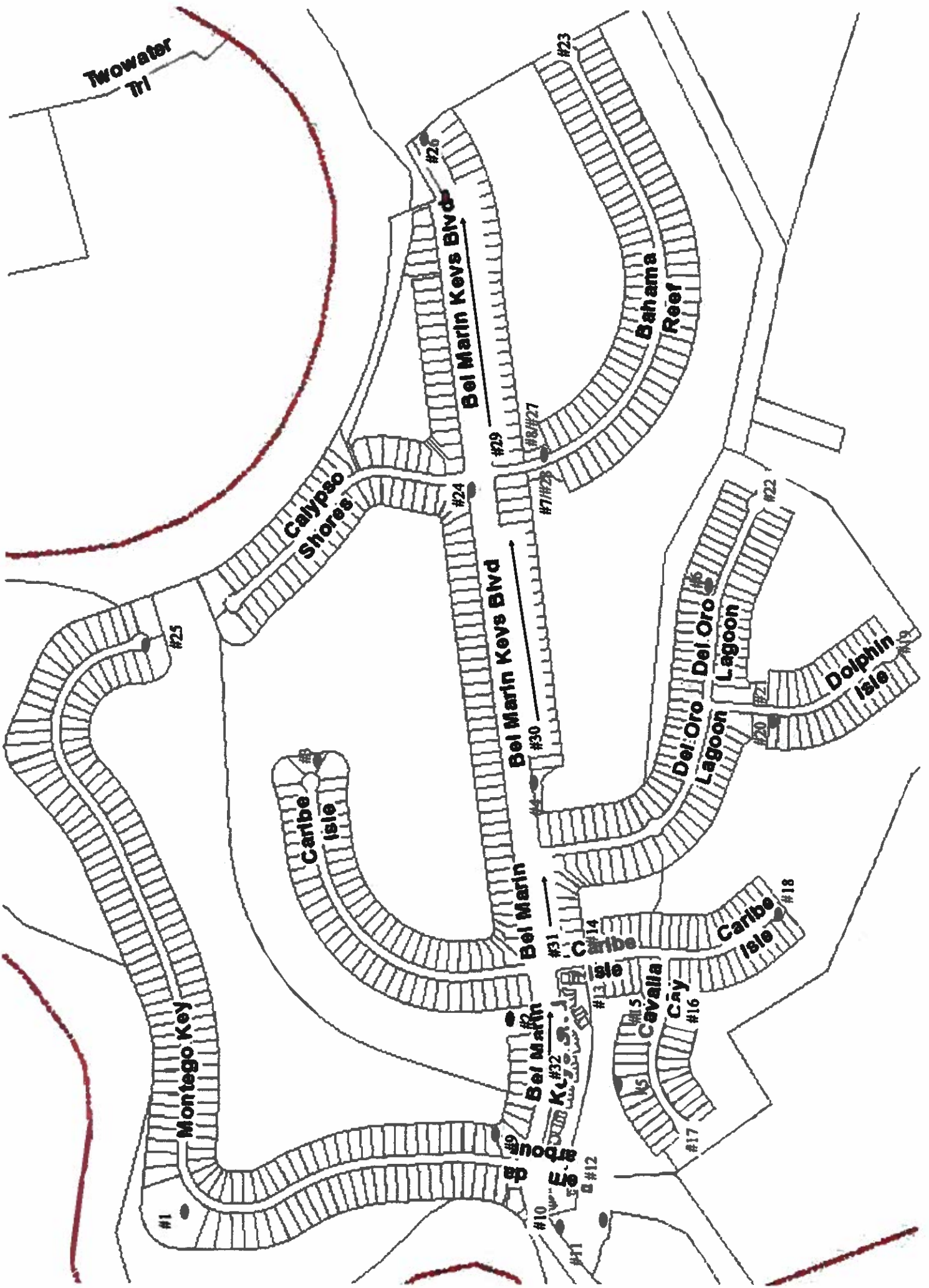
Locks:

- North #25
- South #26

Pet stations (18):

● Open space/cul-de-sacs:

- #10 (irrigation), #11 (irrigation), #12, #14, #15, #16, #17, #18, 19, #20, #21, #22, #23, #29, #30, #31, #32



BEL MARIN KEYS COMMUNITY SERVICES DISTRICT BYLAWS

1. OFFICERS OF THE BOARD OF DIRECTORS

- 1.1 The officers of the Board of Directors are the President and Vice President.
- 1.2 The Board President shall preside at all Board meetings. He/she shall have the same rights as the other Directors in voting, introducing motions, resolutions and ordinances, and any discussion or questions that precede said actions.
- 1.3 In the absence of the Board President, the Board Vice President shall act as Board President and shall preside over all meetings of the Board. If the Board President and Board Vice President both are absent, the remaining Directors present shall select one (1) of themselves to act as the official head and preside over the meeting.
- 1.4 The Board President, or in his/her absence the Board Vice President, or other designated member of the Board of Directors, shall be recognized as the official head of the District for all ceremonial purposes.
- 1.5 The Board President, or in his/her absence the Board Vice President, or other designated members of the Board of Directors shall speak on official District position or policy.
- 1.6 If the President is unable to fulfill their duties due to absence, disability, or resignation, the Vice President shall assume the responsibilities of the President until a permanent replacement is elected.
- 1.7 For temporary absences or disabilities, the remaining officers may delegate duties including voting to another officer or board member, as needed, with the understanding that the original officer will resume their duties upon their return.
- 1.8 If a vacancy arises in any officer position other than the President, the Board of Directors shall fill the vacancy with a resident of Bel Marin Keys, who will then serve until the next election, at which time a permanent successor will be elected by the members.
- 1.9 If an officer resigns or is removed from office, the remaining officers and the Board of Directors will follow the same procedure for filling the vacancy, ensuring a smooth transition.

2. MEETINGS

- 2.1 Subject to holiday and scheduling conflicts, the regular meeting of the Board of Directors shall be held on the third Thursday of each calendar month at the Bel Marin Keys Community Services District Community Center. If a conflict exists, such other date and/or facility within the District are acceptable to the District Manager.
- 2.2 The regular public meeting of the Board of Directors shall be between 7:30pm and 10:00pm. Closed sessions of the Board of Directors may be conducted with a break in the Agenda or at the conclusion of the regular public meeting. It shall be the

policy of the Board of Directors to complete meetings, including closed sessions by 10:00pm, unless a majority of the Board of Directors present at the meeting elect to continue past the adjournment hour. If at the hour of 10:00pm the Board of Directors has not concluded its business, the Board of Directors will review the remainder of the agenda and determine whether to extend the meeting beyond the hour of 10:00pm., continue any remaining items, or adjourn the meeting to another date and time.

- 2.3 Special meetings may be called at any time by the President of the Board of Directors, or by request of a majority of the members of the Board of Directors to the District Manager, by delivering written notice to each member of the Board of Directors, post on the website and outside bulletin board in writing. The notice shall be delivered personally or by any other means and shall be received at least twenty-four (24) hours before the time of the meeting as specified in the notice. The notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the Board of Directors.
- The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.
- 2.4 Directors shall attend all regular special meetings of the Board of Directors unless There is good cause for absence.
- 2.5 No action or discussion may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act.

Pursuant to the Brown Act:

- (a) Directors may, on their own initiative or in response to public questions, ask questions for clarification, provide references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
- (b) The Board President or the Board of Directors itself may take action to direct staff to place a matter on a future agenda.
- 2.6 The Board President shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board of Directors.
- 2.7 A majority of the Board of Directors shall constitute a quorum. However, all actions must be approved by a minimum of three (3) Directors. Where there is a lack of a quorum, the Board President, or any Director shall adjourn such meeting, or , if no Director is present, the District Manager shall adjourn the meeting.
- 2.8 State laws are in place which attempt to eliminate any action by a Public Official, including members of the Board of Directors, which may create a conflict of interest. The Board of Directors take actions by motion, resolution, or ordinance.
- (a) For each proposed action to be taken by the Board of Directors, the Board President shall identify the motion-maker and the second and

either state the motion or direct Staff to state the motion prior to taking the vote. The Board President shall announce the Board of Directors' decision on all subjects.

- (b) A roll call vote shall be taken upon the passage of all ordinances and resolutions and shall be entered in the minutes of the Board of Directors showing those Directors voting aye, those voting no, those not voting due to a conflict, and those abstaining.
- (c) The passage of motions may be taken by voice vote. However, a roll call vote shall be taken on motions not passed unanimously by the Board of Directors.
- (d) Unless a Director states that he or she is not voting because of a conflict of interest or because they elect to abstain from the vote, his or her silence shall be recorded as an affirmative vote.
- (e) When hearing matters in their quasi-judicial capacity, Directors shall disclose any relevant ex parte communications regarding that item prior to public comment.

2.9 The following applies to reconsideration of prior actions by the Board of Directors.

- (a) After the passage of twelve (12) months from the effective date of the motion, resolution or ordinance, the matter may be placed on the agenda pursuant to below Section 3 Agendas, or other provisions of the Brown Act.
- (b) Prior to the passage of twelve (12) months, any Director or the District Manager may request the Board of Directors, by motion, to agree to reconsider a prior action by the Board of Directors at a subsequent meeting of the Board of Directors.
- (c) The Board President, upon a determination that there is a need to take immediate action, may place an item on the agenda for reconsideration in a manner consistent with paragraph 3.1 below.

3. AGENDAS

3.1 The District Manager, in cooperation with the Board President and Board Vice President shall prepare the agenda for each regular and special meetings of the Board of Directors. A Director may contact either the District Manager or the Board President and request an item to be placed on the regular meeting agenda no later than 4:30pm ten (10) calendar days prior to the meeting date. Such a request must also be submitted in writing either at the time of communication with the District Manager or the Board President or delivered to the office within the next working day. All documents must be submitted within (96) hours prior to the Board meeting. No late documents will be accepted unless it is an emergency agenda item.

3.2 Those items on the District Agenda which are considered to be of a routine and non-controversial nature are placed on the "Consent Agenda" These items shall be

approved, adopted and accepted etc. by one (1) motion of the Board of Directors; for example, approval of Minutes, approval of Warrants, various Resolutions accepting developer improvements, minor budgetary items, status reports, and routine District operations.

- (a) Any one (1) Director may request that an item be removed from the “Consent Agenda,” and the Board of Directors will then act separately on that item. Members of the public will be given an opportunity to provide public comment on the “Consent Agenda;” however, only a member of the Board of Directors can remove an item from the “Consent Agenda.”
- (b) When a Director has a minor question or requests clarification concerning a consent item which will not involve extended discussion, Staff may respond without “pulling” the item from the “Consent Agenda.” Directors are encouraged to seek clarifications prior to the meeting if possible.

4. PUBLIC COMMENT AND RULES OF DECORUM

- 4.1 Policy- The purpose of oral presentation at meetings of the Board of Directors, as well as written presentations, is to formally communicate to the Board on either (a) matters listed on the Agenda, or (b) matters that are within the jurisdiction of the Board of Directors in its decision-making process. The Board of Directors welcomes information and expressions of opinion from members of the public on any item which it may be considered. However, the Board of Directors is not required to provide a public forum for remarks or conduct in violation of the Rules of Decorum.
- 4.2 Public Comment – Subject to the following rules, the Board of Directors shall set aside thirty (30) minute time allocation for public comments.
 - (a) The Board President, after consideration of the length of the Agenda, the nature of the agenda item, and the meeting limitations of above Section 2.2, may expand or further limit the thirty (30) minute time allocation for public comment.
 - (b) Each public commenter shall be limited to three (3) minutes unless shortened or extended by the President with consideration of the length of the Agenda, the nature of the agenda item, and the meeting limitations of above Section 2.2
- 4.3 Rules of Decorum- The below rules of decorum shall apply to public comment and attendance at District meetings.
 - (a) No person shall address the Board of Directors without first being recognized by the President.
 - (b) Persons addressing the Board of Directors are requested to state their name and their street address.

- (c) Public comment and public testimony shall be directed to the Board President and shall be addressed to the Board of Directors as a whole. Persons addressing the Board of Directors members shall not engage in a dialogue with individual Directors, District staff or members of the audience. Board members shall not engage in verbal harassment or gestures with members. The President shall determine whether, or in what manner, the District will respond to questions.
- (d) Persons addressing the Board of Directors are limited to one (1) opportunity per Agenda item unless otherwise directed by the President in his/her discretion.
- (e) A person cannot defer his/her time allocation to another person.
- (f) When a group or organization wishes to address the Board on the same subject, the President may request that a spokesperson be chosen to speak for that group. The spokesperson's three (3) minute time allocation may be extended by the Board President in his/her discretion.
- (g) Persons addressing the Board of Directors shall confine the subject matter of their comments to the Agenda item being considered by the Board of Directors.
- (h) Each person addressing the Board of Directors shall do so in an orderly and civil manner and shall not engage in conduct which disrupts the orderly conduct of the meeting of the Board of Directors.
 - (i) The Board President may rule a speaker out of order who is unduly repetitious or extending discussion of irrelevance.
 - (j) Except as provided below, a person who references or reads from documents such as reports, exhibits, or letters as part of his/her comment to the Board of Directors shall lodge the document (a copy) with the District Manager at the end of the comment, to allow the document to be appropriately reference in the meeting Minutes and to allow District staff the opportunity to review and respond to the document. The Board President has the discretion to strike a speaker's comments from the record for failure to lodge the referenced documents. Upon request, the lodged documents shall be returned to the speaker after 1:00pm on the day following the meeting.

Exceptions:

- The speaker's presentation outline, however, documents referenced in the outline shall be lodged.
- Documents that are in the Agenda packet
- Documents that have been previously published by the District, so long as the speaker identifies the document by date, author and the pages reference or read from.

- For voluminous documents, the speaker need only lodge the cover sheet that identifies the author and date, and the pages read from or referenced.
- 4.4 Enforcement of Rules of Decorum. Any person who violates the Rules of Decorum may, at the discretion of the Board President, be removed from the meeting. The Rules of Decorum shall be enforced in the following manner:
- (a) Warning. The Board President shall warn the person who is violating the rules of decorum
 - (b) Expulsion. If after receiving a warning from the Board President, the person persists in violating the rules of decorum the Board President shall order the person to leave the Board of Directors' meeting room for the remainder of the meeting.
 - (c) Assisted Removal. If such person does not voluntarily remove himself/herself, the President may order any law enforcement officer who is on duty at the meeting, or who may be summoned to the meeting, to remove the person from the Board of Directors' meeting room.
 - (d) Restoration of Order. If the order cannot be restored by the removal of individuals who are disrupting the meeting, the meeting of the Board of Directors may be adjourned or continued under the provisions of Government Code §54957.9.
- 4.5 Limitations (Government Code §54954.3(c)) The Rules of Decorum shall not be interpreted to prohibit public criticism of the policies, procedures, programs or services of the District, or the acts or omissions of the District Board of Directors.

5. PREPARATION OF MINUTES AND MAINTENANCE OF RECORDINGS

- 5.1 The minutes of the meetings of the Board of Directors shall be kept by the District Manager and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted set off in paragraphs with proper sub-headings.
- 5.2 The District Manager shall be required to make a record only of such business as was actually passed upon by a vote of the Board of Directors and, except as provided in below Sections 5.3 and 5.5, shall not be required to record any remarks of Board Members or any other person.
- 5.3 Directors may request for inclusion into the minutes with brief comments pertinent to an agenda item, only at the meeting that items are discussed.
- 5.4 The District Manager shall attempt to record the names and street of persons addressing the Board of Directors, the title of the subject matter to which their remarks related, and whether they spoke in support or opposition to such matter; and

5.5 Any audio or video recording of a District meeting made for whatever purpose at the direction of the District shall be subject to inspection pursuant to California Public Records Act. Consistent with Government Code §54953.5(b), the District will maintain the recordings for a thirty (30) day period after the recording. During the thirty (30) day period, the District will provide, without charge, equipment for inspection of said recordings. In addition to the thirty (30) day requirement, the District will attempt to maintain recordings, without legal obligation to do so, for a minimum of ten (10) years after the date of the taping or recording. However, during this extended period, the District may not be able to provide a video or tape player to facilitate inspection.

6. AUTHORITY OF DIRECTORS

- 6.1 The Board of Directors is the unit of authority within the District. Apart from his/her normal function as part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act, or expenditure.
- 6.2 Members of the Board of Directors shall exercise their independent judgment on behalf of the interest of the entire District, including the residents, property owners and the public as a whole.
- 6.3 The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.
- 6.4 The primary responsibility of the Board of Directors is the formulation and Evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to professional staff members of the District.

7. AUTHORITY OF THE DISTRICT MANAGER

- 7.1 The District Manager shall be responsible for those activities, functions, and duties pursuant to contract.

8. DIRECTOR GUIDELINES

- 8.1 Directors shall prepare themselves to discuss agenda items at meetings of the Board of Directors. Information may be requested from staff or exchanged between Directors before meetings.
- 8.2 Directors shall at all times conduct themselves with courtesy to each other, to staff and to members of the audience present at meetings of the Board of Directors.
- 8.3 Differing viewpoints are healthy in the decision-making process. Individuals have the right to disagree with ideas and opinions, without being confrontational. Once the Board of Directors takes action, Directors shall commit to supporting said action and not creating barriers to the implementation of said action.
- 8.4 Directors, by making a request to the District Manager, have access to information relative to the operation of the District, including but not limited to, statistical information, information serving as the basis for certain actions of Staff,

justification for Staff recommendations, etc. If the District Manager cannot timely provide the requested information by reason of information deficiency, or major interruption in work schedules, workloads, and priorities, then the District Manager shall inform the individual Director why the information is not or cannot be made available. Directors shall not request information directly from District staff, and staff shall communicate to Directors only through the District Manager.

- 8.5 In handling complaints from residents and property owners of the District, said complaints should be referred directly to the District Manager.
- 8.6 When responding to constituent requests and concerns, Directors should respond to individuals in a positive manner and route their questions to the District Manager.
- 8.7 When approached by District personnel concerning specific District policy, Directors should direct inquiries to the District Manager. The chain of command shall be followed.
- 8.8 In seeking clarification for policy-related concerns, especially those involving personnel, legal action, land acquisition, and development, finances, and programing, said concerns shall be referred directly to the District Manager.
- 8.9 The Directors and District Manager shall develop and follow a written policy to facilitate open discussions between District Management and Directors regarding current issues, Director's concerns, and District projects.
- 8.10 Except during an open and public meeting, a majority of the Board of Directors shall not use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter of the District.
- 8.11 Section 8.10 shall not be construed as preventing District management staff from engaging in separate conversations or communications with Directors in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the District, so long as the management staff person does not communicate to Directors the comments or positions of any other directors.

9. DIRECTOR COMPENSATION

- 9.1 Each Director is authorized to receive one hundred dollars (\$100.00) as compensation for each regular, adjourned, or special meeting of the Board of Directors

10. DIRECTOR REIMBURSEMENT

- 10.1 The travel and reimbursement Policy of the District governs all reimbursements of expenses to Directors

11. COMMITTEES

- 11.1 Standing Committees

The Board of Directors may create and abolish Standing Committees at its discretion. Standing Committees shall be advisory committees to the Board of Directors and shall not commit the District to any policy, act or expenditure. Each Standing Committee shall consider District related issues assigned to it by the Board of Directors.

- (a) Standing Committees shall conduct business at all times in a manner consistent with these Bylaws, applicable laws, and Board Policy.
- (b) The District Manager, in cooperation with the Committee Chairperson, shall prepare the agenda for each Standing Committee meeting. Nothing may be placed on the agenda of any Committee that is not included in that Standing Committee's Scope.
- (c) Each Standing Committee shall meet at most monthly as determined by the Committee Chairperson, provided there is pending consideration of something within the Committee's Work Plan or specific direction from the Board of Directors. There are no quorum requirements for Standing Committee meetings. Recommendations to the Board of Directors shall include all opinions of members of the Standing Committee on each issue raised for their recommendation and shall include the number of members concurring in each opinion. The opinion receiving the most concurrence is the majority report. Other opinions are minority reports. Summary notes for each meeting of each Standing Committee shall be forwarded to the Board of Directors as a public record.
- (d) Subject to the availability of public membership, Standing Committees shall be comprised of up to five (5) public members, none of whom shall be Directors; and one (1) Director appointed by the Board President as the non-voting Chairperson and one (1) Director appointed by the Board President as Vice Chairperson. In the absence of both Chairperson and Vice Chairperson, the Board President may assign a Board Member to temporarily act as the Committee Chairperson in order that the Standing Committee may meet as established by the previously adopted schedule. Depending on the number of applications, the Board of Directors retains the discretion to alter the Standing Committee membership on a case-by-case basis.
- (e) The District Manager shall be an ex-officio member of all Standing Committees. The Committee Chairperson and Vice Chairperson shall conduct the meeting, enabling conversation, facilitating discussions, and forwarding recommendations to the Board of Directors.
- (f) Each Director shall appoint one (1) voting member of each Standing Committee. The appointee shall serve at the pleasure of the Director who appointed them with no specific term other than if the appointing Director is no longer a member of the Board of Directors that appointee's term shall automatically terminate. The Board of Directors may also remove any Standing Committee member with or without cause.
- (g) Members of the public shall be eligible to serve on only one (1) Standing Committee at a time. Members of the public must reside within the Bel Marin Keys Community Services District Boundary to be eligible to serve on a Standing Committee with the

sole exception of the Emergency Response Team (ERT) whose members must reside within the boundaries of Bel Marin Keys Services District

- (h) The District Manager shall prepare an appointments list of all Standing Committees. The list shall be known as the local appointment list and will be provided to the Board of Directors at the first meeting in February or other date established by the Board of Directors.
 - (i) The local appointment list shall be made available to the members of the public and shall be posted at the District Office and the District website.
 - (j) Whenever a vacancy occurs on a Standing Committee, a vacancy notice shall be posted at the District Office and District's website, and other places as directed by the Board of Directors, not earlier than twenty (20) days before, or not later than twenty (20) days after the vacancy occurs, inviting the public to apply for appointment as a committee member. Appointment of Standing Committee members shall not be made for at least ten (10) working days after the posting of the Notice at the District's office.
 - (k) Notwithstanding above Section 11.1(j), the appointing Director may, if it finds an emergency exists, fill the unscheduled vacancy immediately. The person appointed to fill the vacancy shall serve only on an acting basis until final appointment is made pursuant to Section 11.1(j) above.
 - (l) A Standing Committee member term shall automatically terminate if he/she has three (3) unexcused absences or misses four (4) meetings in one (1) calendar year.
 - (m) All Standing Committee members should receive the virtual Brown Act training annually and all meetings shall be conducted as public meetings in accordance with the Brown Act.
 - (n) The Board President may appoint persons to a subcommittee to assist a Standing Committee in making recommendations to the Board of Directors. The duties of the subcommittee shall be outlined at the time of appointment and the subcommittee shall be considered dissolved when its final report has been made to the Standing Committee.
- 11.2 Ad Hoc Committees – The Board President shall appoint such *ad hoc* committees comprised of two (2) or less Directors as may be deemed necessary or advisable by himself/herself and/or the Board of Directors. The duties of the *ad hoc* committees shall be outlined at the time of appointment, and the committee shall be considered dissolved when its final report has been made. *Ad hoc* committees shall timely provide the District Manager with their recommendations and/or reports.

12. ETHICS TRAINING

12.1 Ethics Training (AB1234)

- (a) Pursuant to Government Code §53234, et seq., all Directors and designated District personnel shall receive at least two (2) hours of ethics training every two years.

(b) Each newly elected Board member and designated District personnel shall receive ethics training no later than six (6) months from the first day of service with the District and thereafter shall receive ethics training at least once every two (2) years.

12.2 Harassment Prevention Training (AB1825)

(a) Pursuant to California's Fair Employment and Housing Act (Government Code section 12900, et seq.), all Directors and designated District personnel shall receive at least two (2) hours of sexual harassment training every two (2) years.

(b) Each newly elected Board member and designated District personnel shall receive harassment prevention training no later than six (6) months from the first day of service with the District and thereafter shall receive harassment prevention training at least once every two (2) years.

13. CORRESPONDENCE DISTRIBUTION POLICY

13.2 All letters and other documents received by the District that are of District-wide concern as determined by District staff shall be delivered to the Board of Directors as herein provided.

13.3 All letters and other documents to be delivered to the Board of Directors, shall be accumulated and placed in each Director's Information Packet and delivered with the Agenda when a meeting of the Board of Directors is scheduled. Where the materials distributed to Directors concern an item being heard in closed session, the materials shall be deemed confidential. Items of a more urgent matter will be e-mailed to all Directors and placed in Directors' mailboxes.

14. BOARD OF DIRECTORS BYLAW REVIEW POLICY

14.1 The Board of Directors' Bylaw Policy shall be reviewed every 2 to 3 years at the first regular meeting in January and considered for adoption at the first regular meeting in February.

15. RESTRICTIONS ON RULES

15.1 The rules contained herein shall govern the Board of Directors in all cases to which they are applicable and to the extent that they are not inconsistent with State or Federal laws.

15.2 The Board of Directors, by resolution, may amend these bylaws from time to time.

Lisa Lue, District Manager

Steve Nash, President -Board of Directors

Dated: _____

Originally Adopted:
Amended:
Reaffirmed:



Project Title
Title Line Two (if needed)

Scope of Work and Estimated Cost

Prepared for:
Lisa Lue
District Manager
Bel Marin Keys Community Services District
4 Montego Key
Novato, CA 94949
415-883-4222
cell: 415-996-3907
lluebmkcsd.us

April 14, 2025

WRA PROJECT NO. 350139

PURPOSE

WRA, Inc. (WRA), is pleased to submit this proposal to provide professional consulting services to Bel Marin Keys Community Services District (Client). The purpose of this Scope of Work is to describe the anticipated level of effort and deliverables involved in regulatory permitting for the proposed maintenance of the CSD's lagoon locks (Project).

WORK PRODUCTS AND SERVICES

- Written Project Description
- Marin Project Coordination (MPC) Meeting Presentation
- Biological Report
- Cultural and Historical Resources Report
- US Army Corps. Of Engineers (USACE) Permit Application
- Regional Water Quality Control Board (RWQCB) Permit Application
- California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement Application



TASK 2: CULTURAL AND HISTORICAL RESOURCES REPORT

To meet the requirements of the Corps' permit processing procedures, Eileen Barrow & Associates (as a subconsultant to WRA) will prepare a Cultural Resources Report for compliance with Section 106 of the National Historic Preservation Act. The report will be based on the cultural resources study completed for the emergency repair project. Archival research will be completed at the Northwest Information Center of the California Historical Resources Information System and at local and online libraries to assess the potential for prehistoric and historic-era cultural resources within the study area and its surroundings. The Native American Heritage Commission will be contacted for a Sacred Lands File search of the study area. Contact will also be initiated with local Native American tribes and individuals and notify them of our involvement in the project. This notification does not constitute legal consultation as defined by Section 106 of the National Historic Preservation Act, but is expected protocol for completing a Section 106 compliant report. This task assumes that the field study of the area of potential effects will be conducted as part of the spill response permitting. Preliminary documentation of cultural resources on DPR 523 forms will be completed if found during our fieldwork. A written technical report of findings will be completed that summarizes the results of the investigations and offers recommendations for the treatment of cultural resources.

TASK 4: REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) PERMIT APPLICATION

NWP #3 is one of 15 NWPs included in State Water Board Order No. WQ 2021-0048-DWQ requiring a "Notice of Intent" application form submitted to the Regional Water Quality Control Board (RWQCB). The Notice of Intent will include the project description, list of avoidance and minimization measures, and justification for why no mitigation or restoration of temporary impacts are required for the project.

TASK 5: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW) STREAMBED ALTERATION AGREEMENT

The California Department of Fish and Wildlife (CDFW) requires any person who may affect the bed or bank of a perennial, intermittent, or ephemeral river, stream, or lake, or associated riparian habitat submit a notification of Lake or Streambed Alteration. The Streambed Alteration Agreement notification process is submitted via a CDFW on-line portal. Additional analysis of state-listed special-status species will be required as part of the CDFW notification, based on the biological report. WRA will work with the client to compile a list of construction equipment and methods anticipated to be used during construction for inclusion in the notification. The complete notification will be submitted to the CDFW after client review. CDFW's online portal does require some direct interaction and CDFW online account creation/management by CSD staff. WRA will respond to questions by CDFW concerning the application and the project. This task also includes response to one letter from CDFW requesting a moderate level of additional or supplemental information.

TASK 6: ENDANGERED SPECIES ACT CONSULTATION

Due to the project occurring adjacent to potential habitat for species listed under the Endangered Species Act, consultation with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service is anticipated to occur as part of the Corps permitting process. Potential impacts to federal threatened or endangered species or designated critical habitat may result from project access, noise, and visual impacts in and adjacent to potential habitat for salt marsh harvest mouse and California Ridgway's rail. WRA will serve as the project's agent during discussions with the USFWS during the Section 7 consultation process. This task assumes that



TASK	COST
PHASE 1. BASELINE ENVIRONMENTAL WORK	
1. Project Description and BMP Preparation	\$ 4,660
2. Marin Project Coordination (MPC) Meeting	\$ 5,450
3. Meetings and Project Support	\$ 2,000
Subtotal Phase 1	\$12,110
PHASE 2. REGULATORY PERMITTING	
1. Biological Report	\$ 8,500
2. Cultural and Historical Resources Report	\$ 12,100
3. US Army Corps. Of Engineers (USACE) Permit Application	\$ 12,200
4. Regional Water Quality Control Board (RWQCB) Permit Application	\$ 12,400
5. California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement	\$ 12,000
6. Endangered Species Act Consultation	\$ 6,500
7. Meetings and Agency Coordination	\$ 12,100
Subtotal Phase 2	\$ 75,800
TOTAL:	\$87,910

TERMS & CONDITIONS

This Scope of Work is subject to WRA's Standard Terms and Conditions, which are attached hereto and incorporated herein as Exhibit A.

(Approval / Signature Page Follows)



EXHIBIT A
WRA, INC. – STANDARD TERMS AND CONDITIONS

- 1. STANDARD OF CARE:** The standard of care for all professional services performed or furnished by WRA under this Agreement will be consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locale under similar circumstances. No other warranty, express or implied, is made or intended as related to the services provided. All estimates, recommendations, and opinions of WRA will be based upon the information available to WRA at the time. Any such estimates, recommendations, and opinions are not a guarantee or warranty as to a specific outcome or result. Further, Client agrees that WRA is not offering investment advice or services.
- 2. SCOPE OF WORK; CHANGES:** The services to be performed under this Agreement are outlined in the attached Scope of Work. Client understands that laws and regulations are constantly changing, and that the reactions of government agencies and the public cannot be predicted. WRA shall not be liable for any delay that results from any cause beyond its reasonable control. In the event of a change to WRA's scope of services, the compensation and timing for services under this Agreement shall be adjusted by mutual agreement of the parties in the form of a written Change Order that is executed by both parties. If Client requests that WRA procure certain materials, the parties shall execute a Change Order.
- 3. ESTIMATED COST; PAYMENT:** The cost of WRA's services is outlined in the attached Scope of Work, based on the assumptions and limitations outlined therein. Labor rates are subject to an annual increase each January, but stated costs will not be exceeded without written authorization from Client. Reimbursable expenses, including subcontractors and equipment, are charged at cost plus ten percent (10%). WRA will invoice Client for its services monthly, based on time (in minimum increments of .25 hours) and expenses for actual work completed, or based on the percentage of work completed if a fixed fee is arranged. Payment is due within 30 days after Client's receipt of the invoice. A service charge of one and one half percent (1.5%) per month may be added to account balances over 30 days past due. If Client disagrees with any portion of an invoice, it shall promptly notify WRA and pay the portion not in dispute. If WRA requires Client to pay a portion of the estimated cost in advance, this amount will be applied to invoices until it is exhausted. If WRA requires Client to pay a "retainer," the retainer amount will be held and applied only to the final invoice under the Scope of Work.
- 4. CONFIDENTIALITY:** All data, documents, discussions and other information received from and developed for Client in performance of this Agreement are assumed to be confidential and will not be disclosed to any person, except as authorized in writing by Client, or as required by law. Information shall not be deemed confidential if it is or has become generally known without any breach by WRA of this Agreement, or was rightfully acquired by WRA from a third party who was entitled to disclose the information without confidentiality or proprietary restrictions.
- 5. WORK PRODUCTS:** Reports, data and other products of WRA's services under this Agreement are for the sole use of Client. Client understands and agrees that all work products resulting from WRA's efforts are intended solely for purposes of this Agreement, and that any reuse or modifications for purposes outside this Agreement shall be at Client's sole risk.
- 6. CLIENT DUTIES:** Client agrees to (a) provide all known requirements for, and all known information pertinent to, the Scope of Work; (b) provide or arrange for legal access and entry to project sites; (c) provide any notices required to enable WRA's services, or provide WRA with authorization to provide such notices; (d) give prompt written notice to WRA whenever Client becomes aware of any development that affects the scope or timing of WRA's services; (e) make reasonable efforts to ensure safe working conditions for WRA staff, including prompt notice of any known hazardous conditions at project sites. If the presence of an unanticipated hazardous condition is discovered during the performance of services under this Agreement, WRA shall notify Client and cease work. Under such circumstances, WRA will be entitled to an equitable adjustment to the compensation and timing for services under this Agreement. A minimum of 4 hours per staff member will be charged to Client for staff who are mobilized for work that is canceled by the Client with less than 12 hours' notice, or if unanticipated hazardous conditions discovered while at the site cause WRA staff to cease work. Client shall be fully responsible for any costs, delays, or penalties that result from Client's non-compliance with applicable laws, or due to any error, inaccuracy, ambiguity, or omission in the information provided by Client to WRA.
- 7. LEGAL COUNSEL:** WRA may provide guidance related to government regulations; however, WRA will not and does not provide legal advice, and Client is advised to consult with independent legal counsel in order to interpret current laws related to regulatory compliance. Client should also consult legal counsel prior to taking any actions on project sites, either before or after permit issuance. Client assumes full responsibility for all of its own actions conducted on project sites that may lead to enforcement actions by the federal or state government, or other quasi-regulatory or administrative agency, including any and all liabilities arising out of such enforcement actions.
- 8. NONDISCRIMINATION:** WRA and Client shall abide by the requirements of 41 CFR Parts 60 et seq. (which implement Executive Order No. 11246, Equal Employment Opportunity) and any other applicable federal statutes, orders, regulations, and policies. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion,



NCE Project No. CD1521.55

May 1, 2025

Vince Lattanzio
Bel Marin Keys Community Services District
4 Montego Key
Novato, CA 94949

RE: Scope and Fee to Provide Environmental Services for the Bel Marin Key Lock Maintenance Project

Mr. Lattanzio:

NCE appreciates the opportunity to provide environmental services to the Bel Marin Keys Community Services District (BMKCSD) in support of your navigational lock maintenance activities. Below is a description of NCE's understanding of the project and our proposed Scope of Work to assist BMKCSD in achieving their project objectives.

Project Understanding

Bel Marin Keys is a planned community in the southern side of Novato, California and is located east of Highway 101 and south of Highway 37. The community contains 2 lagoons, north and south, that connect to Novato Creek via navigation locks.

The north lock is located on the northeast side of the North Lagoon. This lock was designed in 1972 and constructed shortly after. It consists of a concrete foundation slab (23 feet wide by 100.5 feet long), 16 foot walls, and 4 steel arch gates (14 feet 7.5 inches tall by 10.5 feet wide) operated by hydraulic actuators.

A seawall that retains lagoon waters from Novato Creek sits adjacent to the north lock. The seawall is 38 feet long and consists of steel sheet piles with concrete capping on the lagoon side that span between double batter piles. The North Lagoon floodgate basin is south of the sea wall. The floodgate basin is constructed from concrete and houses 3 radial gate basins. The 3 radial gate basins are currently inoperable, and a retrofitted slide gate has been installed at the northernmost floodgate. Fish gates were previously installed on the bay side of the floodgates in the late 2000s as mitigation for previously performed work on-site, but these are currently inoperable. A 167-foot-long seawall separates the North Lagoon from Novato Creek south of the flood gates.

The south lock is located on the northeast corner of the South Lagoon. The south lock was designed in 1984 and built in 1985. The south lock has a concrete footprint of 97.5 feet by 50 feet. The central cavity of the lock is 18.5 feet wide with 16 feet tall walls. The lagoon and creek gates are not symmetrical. The lagoon gates are 15 feet tall, and the creek gates are 16 feet 9 inches tall.

Seawalls are present on both the east and west sides of the south lock creek gates. These seawalls are similar in construction to those at the north lock. However, unlike at the north lock seawalls, the sheet piles in the south are exposed and not capped with a concrete cover.

NCE understands that the BMKCSO needs to perform maintenance activities at both the north and south locks. The maintenance activities will require dewatering around the two lock structures for the duration of the work. Because of the location and nature of this work, permits from the agencies that regulate aquatic resources will be required.

NCE understands that SGH Engineering is the engineer of record on the project, and the expectation is that NCE will work closely with both BMKCSO and SGH Engineering to obtain necessary information for implementing the scope of work, including engineering drawings.

NCE will build on our experience delivering regulatory compliance and permitting projects to guide our work on this project. NCE proposes to complete the following scope of services to support the BMKCSO lock maintenance project.

Scope of Services

Task 1: Technical Studies

Task 1a – Aquatic Resources Delineation and Letter Report

NCE will delineate aquatic resources within the defined project area. This effort will involve background research, field work, and the preparation of an Aquatic Resources Delineation (ARD) that meets the requirements of the U.S. Army Corps of Engineers (USACE) (i.e., *Minimum Standards for Acceptance of Preliminary Wetland Delineations*, dated November 30, 2001). The ARD will support the preparation of the project's environmental documents and future permit applications to the USACE, Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), and Bay Conservation and Development Commission (BCDC) if required.

Prior to field work, NCE will conduct a data review of the project area. The data review will include United States Geological Survey (USGS) topography, United States Fish and Wildlife Service's (USFWS) National Wetland Inventory data, imagery, determination of the Natural Resources Conservation Service (NRCS) listed soils as hydric or non-hydric, review of climate data, and the preparation of field maps. The field maps will be prepared, and field data will be collected based on the following resources:

- 1987 USACE Wetland Delineation Manual
- Regional Supplement to the USACE of Engineers Wetland Delineation Manual: Arid West (Version 2.0), May 2010
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008 (if field conditions warrant this method)
- San Francisco District, Information Requested for Verification of Corps Jurisdiction, Revised April 2016
- Updated Map and Drawing Standards for the South Pacific Division Regulatory Program, issued February 10, 2016

As part of the field work, NCE will map soil pit locations and potential jurisdictional Waters of the US (WOUS), including wetlands in ESRI ArcGIS format (can be converted to AutoCAD format).

NCE shall provide a digital copy of the Draft Aquatic Resources Delineation Letter Report to BMKCSO for review and comment. BMKCSO will provide NCE with one set of consolidated comments. NCE will obtain, review, and integrate appropriate comments submitted by BMKCSO. NCE will then revise the Draft Aquatic Resources

Delineation Letter Report and submit the Final Letter Report to BMKCSO. NCE will also prepare a Request for Aquatic Resources Delineation Preliminary Jurisdictional Determination for submittal to the USACE. A digital copy of the final documents will be provided to BMKCSO.

Deliverables

- Draft and Final ARD Letter Report (electronic, PDF format)

Assumptions

- Field work associated with the ARD shall require no more than one (1) day to complete and BMKCSO will provide designated access points for field staff to gain entrance
- Any necessary rights-to-enter will be provided to NCE prior to our field work
- BMKCSO will provide one consolidated set of comments for the deliverables
- Minimal revisions to the ARD shall be necessary to produce the Final version

Task 1b. Section 106 Cultural Resources Assessment and Letter Report

In compliance with Section 106 of the National Historic Protection Act (NHPA) and to meet CEQA requirements, NCE will conduct a cultural resources technical study to determine the potential effects the proposed project may have on historical and cultural resources.

A NCE archaeologist will conduct a site visit to the direct and indirect Area of Potential Effect (APE), and to record the setting in photographs and notes. Prior to conducting the site visit, NCE will conduct archival research. NCE will submit a records request to the Northwest Information Center (NWIC). Records will be requested within one-quarter mile of the potential project area. Additional archival sources (e.g., GLO plat maps, historic USGS maps, county, and state maps) will be examined as appropriate.

NCE will prepare and submit a letter to the Native American Heritage Commission (NAHC), requesting a search of their Sacred Lands File (SLF) and contact information for interested tribes. Upon receipt of the NAHC contact list, NCE will prepare a letter for BMKCSO to send each identified tribe representative on BMKCSO letterhead requesting information regarding the project area. If interested Tribes provide a response, contact information will be noted and follow-up correspondence will inform them that they will be contacted during the next phase of the project when project elements are better understood.

NCE will prepare an archaeological survey letter report (ASR) for the proposed project. Given NCE's experience with such projects, the probability of encountering historical and archaeological resources is judged to be low. For this project, NCE assumes no cultural resources will be identified. If cultural resources are identified as a result of the records search or the pedestrian survey, NCE will initiate Native American consultation for the project on behalf of BMKCSO.

The letter report will include a discussion and assessment of previously identified and/or newly identified cultural resources recorded on California Department of Parks and Recreation (DPR) site forms. Identified sites will be evaluated against the significance criteria of the California Register of Historical Resources and the National Register of Historic Places and recorded in a DPR-523 form set attached to the cultural resources letter report.

NCE shall provide a digital copy of the Draft ASR to BMKCSO for review and comment. BMKCSO will provide NCE with one set of consolidated comments. NCE will obtain, review, and integrate appropriate comments submitted. NCE will then revise the Draft ASR and submit the Final ASR to BMKCSO.

Deliverables

- Draft and Final ASR (electronic, PDF format)

Assumptions

- Field work associated with the reconnaissance-level survey shall require no more than two (2) days to complete and BMKCSD will provide designated access points for field staff to gain entrance
- Any necessary rights-to-enter will be provided to NCE prior to our field work
- No hard copies of the report will be provided
- No cultural resource will be identified
- No comments on Draft report are anticipated from USACE
- Native American consultation under Section 106 will be the responsibility of the USACE
- The records search for the project will cost no more than \$1,000. Given that the number of resources identified can vary greatly, should the required records search cost more NCE will submit a budget augmentation request to BMKCSD

Task 1c. Biological Resources Letter Report

NCE will prepare a Biological Resources Letter Report for the project. Prior to conducting field surveys, NCE will review online databases and biological and botanical references in order to identify potential species and habitat types that may exist in the project area. The following resources will be reviewed:

- USFWS species list of federally proposed and listed endangered and threatened species (IPAC) that could occur in and near the project area.
- Species list from the California Natural Diversity Database (CNDDDB).
- Vegetation species/habitat list from California Native Plant Society (CNPS).

NCE will conduct a reconnaissance-level field survey to identify and approximate the habitat types in the area, determine if suitable habitat is present for state and federally listed species, and assess the presence and absence of locally rare plants that require consideration under CEQA. The field survey area will include the project area and a 200-foot buffer (together defined as the Project Study Area).

NCE shall provide a digital copy of the Draft Biological Resources Letter Report to BMKCSD for review and comment. BMKCSD will provide NCE with one set of consolidated comments. NCE will obtain, review, and integrate appropriate comments submitted by BMKCSD. NCE will then revise the Draft Biological Resources Report and submit the Final Report to BMKCSD.

Deliverables

- Draft and Final Biological Resource memo (electronic, PDF format)

Assumptions

- Field work associated with the reconnaissance-level field survey will require no more than one (1) day to complete and BMKCSD will provide designated access points for field staff to gain entrance
- Any necessary rights-to-enter will be provided to NCE prior to our field work

- No protocol level surveys are included in this scope of work
- Minimal comments and edits will be received on the Draft

Task 2. Resource Agency Permitting and Coordination

2a. Initial Agency Outreach and Environmental Permit Tracker

Following the project kickoff meeting, NCE will conduct initial agency outreach. This initial agency outreach will occur with USACE, RWQCB, CDFW, and BCDC and will identify the primary point of contact, introduce the project, discuss the overall schedule, identify key issues, and confirm application requirements and timing of subsequent check-ins. NCE anticipates the initial outreach efforts will include a phone call or virtual meeting lasting up to one (1) hour per agency for up to four (4) agencies.

Prior to the initial agency outreach, NCE will prepare an Environmental Tracker (Excel based spreadsheet tool) to track and document the outcomes of these discussions. This task also includes time for managing the Environmental Tracker throughout the project to document agency contacts, routine agency coordination/communications, permit application status, mitigation measures from environmental documents, and the permit conditions included in final approved permits.

NCE staff also anticipate regular check-ins with regulatory agency staff during the life of the project that are in addition to the formal meetings, field reviews, and submittals noted below.

NCE anticipates that a USACE permit may not be required for the proposed project as it is considered a maintenance activity. As long as the project components are substantially similar in nature to the original design, purpose, and footprint, the USACE may not take jurisdiction over the project. NCE will determine the USACE's jurisdiction as part of this task and will inform BMKCSO of the outcome.

Deliverables

- Initial agency outreach with USACE, CDFW, RWQCB, and BCDC
- Development and ongoing management of Environmental Permit Tracker

Assumptions

- NCE will perform initial agency outreach for up to four (4) agencies
- Each engagement will last up to one (1) hour
- Up to six meetings during the permitting phase of the project are allocated for updating and managing the Environmental Permit Tracker

2b. RWQCB Section 401 Water Quality Certification Request

A Section 401 Water Quality Certification is required from the RWQCB for both temporary and/or permanent impacts to Waters of the State. NCE will prepare a Water Board Discharges of Dredged or Fill Material to Waters of the State application (also known as a Water Quality Certification application). Per the September 11, 2020, EPA final ruling, NCE will also complete the 401 Water Quality Certification Request, which is an addendum of 9 elements, and include it with the Water Quality Certification application submittal. Lastly, per the September 11, 2020, final rule, NCE will email a Pre-Fill Meeting Request to the RWQCB and copy the USACE 30 days prior to submitting the Water Quality Certification application. NCE and a representative from BMKCSO will attend the Pre-Fill meeting (virtual) with the RWQCB.

NCE shall provide a digital copy of the permit application to BMKCSD for review and comment. BMKCSD will provide NCE with one set of consolidated comments. NCE will obtain, review, and integrate appropriate comments submitted by BMKCSD. NCE will then revise the Draft permit application and submit the Final permit application to the RWQCB. NCE will follow-up with the RWQCB once the application is submitted.

Deliverables

- Draft and Final Notification of Water Quality Certification application (electronic, PDF format).

Assumptions

- BMKCSD will provide payment for the permit application fee.
- The RWQCB will not require mitigation for temporary impacts.
- The required dewatering or temporary water diversion plan will be prepared by the BMKCSD or others.
- A water quality monitoring plan will not be required by the RWQCB.
- Permit condition compliance, monitoring, and reporting is not a part of this scope of work because the project specific permit requirements are currently unknown.

2c. CDFW Lake and Streambed Alteration Agreement Application

NCE will prepare and submit a CDFW Notification of Lake or Streambed Alteration application. The application package will include:

- A project description.
- Proposed impacts to the creek and riparian habitat.
- The type, linear feet, and total area of riparian vegetation proposed for impact.
- The type, number, and size of trees to be removed.
- Documentation of any special status fish, wildlife, plants, or supporting habitat at or near the project site.
- Biological Survey Report.
- Mapped fish and/or wildlife resources.
- Waters of the State of California and U.S. ARD Report.
- Water quality Best Management Practices to protect fish, wildlife, and plant resources.
- Avoidance and/or minimization measures to protect fish, wildlife, and plant resources.
- Project mitigation and/or compensation to protect fish, wildlife, and plant resources.

NCE will provide an electronic copy of the Draft Notification of Lake or Streambed Alteration application to BMKCSD for review. NCE will obtain, review, and integrate appropriate comments submitted by BMKCSD and will then revise the permit application and prepare the Final Notification of Lake or Streambed Alteration application for submittal to the CDFW. NCE will follow up with CDFW once the application is submitted.

Deliverables

- Draft and Final Notification of Lake or Streambed Alteration application (electronic, PDF format).

Assumptions

- BMKCS D will provide payment for the permit application fee.
- A CDFW Incidental Take Permit will not be needed.
- Permit condition compliance, monitoring, and reporting is not a part of this scope of work because the project specific permit requirements are currently unknown.

2d – Bay Conservation and Development Commission Permit Application

NCE will prepare and submit a BCDC administrative permit application. The application will include the completed application form, ownership and applicant information, project and site information, a vicinity map, and environmental documentation.

NCE will provide an electronic copy of the administrative permit application to BMKCS D for review. NCE will obtain, review, and integrate appropriate comments submitted by BMKCS D and will then revise the permit application and prepare the Final administrative permit application for submittal to BCDC. NCE will follow up with BCDC once the application is submitted.

Deliverables

- Draft and Final BCDC administrative permit application (electronic, PDF format). Deliverables

Assumptions

- BMKCS D will provide payment for the permit application fee.
- Permit condition compliance, monitoring, and reporting is not a part of this scope of work because the project specific permit requirements are currently unknown.

Optional 2e. USACE Section 404 Permit Application

If NCE's discussions with the USACE lead to the agency exerting federal regulatory jurisdiction over the project, NCE will prepare a Section 404 Nationwide #4 or #33 permit application for submittal to the USACE. The permit application will include the following:

- Cover letter to USACE
- Application forms
- ARD Report
- Biological Resources Report
- Figures and drawings
- Cultural Resources Letter Report

NCE shall provide a digital copy of the permit application to BMKCS D for review and comment. BMKCS D will provide NCE with one set of consolidated comments. NCE will obtain, review, and integrate appropriate comments submitted by BMKCS D. NCE will then revise the Draft permit application and submit the Final permit application to the USACE. NCE will follow up with USACE once the application is submitted.

Deliverables

- Draft and Final permit application (electronic, PDF format)

Assumptions

- USACE is the lead federal agency and will initiate Section 7 consultation with USFWS
- Permit condition compliance, monitoring, and reporting are not a part of this scope of work because the project specific permit requirements are currently unknown.

Task 3 – CEQA Categorical Exemption Package

NCE has considered the proposed project and anticipates the lock maintenance activities can qualify for one of the 33 ‘classes’ of State CEQA Guidelines Categorical Exemptions (Sections 15301 through 15333). To assist BMKCSO (the CEQA Lead Agency for the project) in demonstrating and determining the proposed action falls within an exempt category, NCE will develop a ‘CatEx Package’ which includes the CEQA Administrative Record containing a appropriate project Description of project activities including dewatering and maintenance activities; the results of database and field survey collected in Task 1; a CatEx Determination specifying the exemption(s) under which the project activities fall; and a Notice of Exemption (NOE) form that summarizes the City’s determination with factual evidence.

If any of the exceptions to exemptions applies (Public Resources Code Section 21084(c), (d), and (e) and State CEQA Guidelines Section 15300.2) then the project no longer qualifies for a categorical exemption.

Although not required by CEQA Guidelines, NCE recommends the BMKCSO file the NOE form with the Marin County Clerk and the Office of Planning and Research. The benefit of filing an NOE is that it reduces the statute of limitations for filing a legal challenge to the project from 180 days after project approval to 35 days after filing of the NOE. Thus, filing a NOE reduces the timeframe within which a project is susceptible to legal challenge.

Deliverables

- CatEx Administrative Record with attached supporting documents
- Notice of Exemption

Assumptions

- A CatEx is the appropriate level of CEQA documentation required. If ‘unusual circumstances’ occur, a Negative Declaration or Mitigated Negative Declaration may need to be prepared under a separate scope and fee.

Task 4 – Project Management and Meetings

NCE’s project manager (Cord Hute) will arrange a Kick-Off Meeting with BMKCSO to initiate work on the project. The objectives of the Kick-Off Meeting will be:

- Review the scope of work
- Establish lines of communication
- Establish project schedule and milestones
- Discuss any project specific issues

The Kick-off meeting will be virtual and attended by the NCE project manager, an NCE principal, a staff scientist, as well as representatives from BMKCSD.

NCE’s project manager will coordinate and facilitate progress meetings (1 meeting per month for the approximately 8-month length of surveys, report, and permit application preparation, and securing permits) with BMKCSD and other team members to maintain good communications and monitor schedule. Progress meetings will be held virtually. NCE will provide a monthly invoice for work completed on the project.

Deliverables

- Kick-off/Progress meeting agendas (up to 9)
- Monthly invoicing (up to 8)

Assumptions

- Assumes virtual project kickoff meeting one (1) hour in length
- Assumes 8 virtual progress meetings with BMKCSD with each lasting up to one (1) hour in length. Meetings will include the NCE project manager and BMKCSD project manager

Fee Estimate

NCE proposes to provide the above-listed services on a time and materials basis in accordance with our 2025 Schedule of Charges. We estimate that our total fees for this scope of services will not exceed **\$132,075.00**. The table below illustrates the costs for each task of the project. Actual hours and fees may vary between tasks as the project progresses. If agreeable, please provide a Subcontract Agreement for review and signature. Alternatively, NCE can provide a contract for the project.

Task #	Proposed budget
1 – Technical Studies	\$ 45,520.00
2 – Resource Agency Permitting and Coordination	\$ 61,360.00
3 – CEQA Categorical Exemption Package	\$ 6,700.00
4 – Project Management and Meetings	\$ 18,495.00
Total Budget	\$ 132,075.00

We anticipate that following authorization to proceed with this scope of work, technical studies will take approximately 45 days to complete. Preparation of regulatory permits will take approximately 45 to 60 days to complete and will be completed following the preparation of the technical studies. Once permit applications are submitted to the regulatory agencies, approvals could be secured in between 4-6 months. However, every project is different and the timeline will depend on the regulatory agency and their capacity to process the permit applications.

We appreciate the opportunity to work with BMKCSD and look forward to working with you on the BMK Lock Maintenance Project. If you have any questions or additional needs, please call Cord Hute at (415) 328-7923 or email him at chute@ncenet.com.

Respectfully,

NCE

A handwritten signature in black ink that reads "Cord Hute". The letters are cursive and somewhat stylized.

Cord Hute
Senior Biologist