

INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT  WATER SYSTEM

50 INVERNESS WAY NORTH • P.O. BOX 469 • INVERNESS CA 94937 • (415) 669-1414

Board of Directors

AGENDA

Regular Meeting

Wednesday, November 18, 2020

9:00 a.m.

Teleconference

Coronavirus (COVID-19) Advisory Notice

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

To participate by phone:

- **Dial: 669 900 9128**
- **Enter pin: 917 0971 2570**
- **Passcode: 694705**
- **Keep your phone on "mute" except when you have been recognized as a speaker**

To participate by video: <https://zoom.us/j/91709712570?pwd=dDJvbUg0Ym1sNUtaUm0yNGpCWWEVIUT09>

Opening 9:00 a.m.

1. Call to Order; Attendance Report

2. Public Expression: Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda. Directors or staff "**may briefly respond to statements made or questions posed**" during Public Expression, but "**no action or discussion shall be undertaken on any item not appearing on the posted agenda**" (Gov. Code §54954.2(a)(3)). Members of the public may comment on any item listed on the posted agenda at the time the item is considered by the Board.

3. Administration of Oath of Office: Clerk of the Board will schedule to administer the oath of office individually for Director to Dakota Whitney (4-year Term), Kathryn Donohue (4-year Term), and Brent Johnson (4-year Term).

4. Approval of Minutes: Regular meeting of October 28, 2020

The State of the District

5. Management Report: Shelley Redding, Jim Fox

- FY2021 Financials
 - Financial Reports
 - 2019/20 Audit Update
 - Capital Projects Accounting October 2020
- Tenney Tanks Replacement Project Update
- MERA Update

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

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

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

THE PUBLIC IS CORDIALLY INVITED TO PARTICIPATE IN THIS MEETING

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



**SHELLEY REDDING, ADMINISTRATOR/CLERK OF THE BOARD
JAMES K. FOX, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)**

6. Water System Report, October 2020: Superintendent Fox

7. Fire Department Report October 2020: Chief J. Fox

The Business of the District

8. Approve Expenditures and Credit Card Charges: October 2020

9. Ordinance 97-2020: Providing for the Compensation of the Administrator of the Inverness Public Utility District (Exempt, Salaried)

10. Firehouse Heating System Replacement Proposals (action)

11. Approve Board Meeting Calendar for 2021

12. Committee Meetings/Reports

- Appointment of Personnel Committee
- Recruitment Plan for Fire Chief Position

Closing

13. Announcements, Next Meeting, Adjournment

Posted: November 13, 2020



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 1

Call to Order;
Attendance Report



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 2

Public Expression

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

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



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 3

Administration of Oath of Office

**Certificate of Appointment In-Lieu of Election
and Oath of Office**

STATE OF CALIFORNIA

County of Marin

*I, Lynda Roberts, Registrar of Voters of Marin County, having jurisdiction over the conduct of the
Presidential General Election held on the 3rd day of November, 2020, do hereby certify that*

DAKOTA S. WHITNEY

*is nominated and appointed in lieu of election by the Marin County Board of Supervisors
on the 22nd day of September, 2020, and will take office and serve a 4-year term exactly as if elected,
to the office of Director, Inverness Public Utility District.*

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal on this 9th day of November, 2020

s Lynda Roberts - Registrar of Voters



STATE OF CALIFORNIA

County of Marin

OATH OF OFFICE

I, DAKOTA S. WHITNEY, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Director, Inverness Public Utility District

NAME OF OFFICE

SIGNATURE OF PERSON ADMINISTERING OATH

SIGNATURE OF APPOINTEE AS REQUIRED BY EC SECTION 200

TITLE OF PERSON ADMINISTERING OATH

_____ day of _____, 2020

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-1369)

**Certificate of Appointment In-Lieu of Election
and Oath of Office**

STATE OF CALIFORNIA

County of Marin

*I, Lynda Roberts, Registrar of Voters of Marin County, having jurisdiction over the conduct of the
Presidential General Election held on the 3rd day of November, 2020, do hereby certify that*

KATHRYN DONOHUE

*is nominated and appointed in lieu of election by the Marin County Board of Supervisors
on the 22nd day of September, 2020, and will take office and serve a 4-year term exactly as if elected,
to the office of Director, Inverness Public Utility District.*

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal on this 9th day of November, 2020

s Lynda Roberts - Registrar of Voters



STATE OF CALIFORNIA

County of Marin

OATH OF OFFICE

*I, KATHRYN DONOHUE, do solemnly swear or affirm that I will support and defend the Constitution of the
United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will
bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of Califor-
nia; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well
and faithfully discharge the duties upon which I am about to enter.*

Director, Inverness Public Utility District

NAME OF OFFICE

SIGNATURE OF PERSON ADMINISTERING OATH

SIGNATURE OF APPOINTEE AS REQUIRED BY EC SECTION 200

TITLE OF PERSON ADMINISTERING OATH

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Certificate of Appointment and Oath of Office

STATE OF CALIFORNIA

County of Marin

*The Board of Supervisors, being the body authorized to appoint for the **Inverness Public Utility District** in the County of Marin, State of California, did hereby certify that at a **regular** meeting held on the **3rd day of November, 2020**, appoint **Brent Johnson** to the office of **Director, Inverness Public Utility District**, to hold office for the term expiring **December, 2024** as provided by law.*

Consent documentation attesting these facts are duly registered and of public record with the Clerk of the Board of Supervisors, County of Marin, State of California.

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STATE OF CALIFORNIA

County of Marin

OATH OF OFFICE

*I, **BRENT JOHNSON**, do solemnly swear or affirm that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution for the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

Director, Inverness Public Utility District

NAME OF OFFICE

SIGNATURE OF APPOINTEE AS REQUIRED BY EC SECTION 200

SIGNATURE OF PERSON ADMINISTERING OATH

_____ day of _____, 2020

TITLE OF PERSON ADMINISTERING OATH

Before taking office, each member must take and subscribe to the Oath of Office before a governing board member, other school officer, state or county officer, judicial officer or notary public, to be filed with the County Clerk/Registrar of Voters. (Gov. Code 1360-1369)



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 4

Regular Meeting October 28, 2020

Minutes Approval



Inverness Public Utility District

Fire Department ~ Water System

50 Inverness Way No., P.O. Box 469, Inverness CA 94937 ~ (415) 669-1414

Board of Directors

Minutes, Regular Meeting

Wednesday, October 28, 2020, 9:00 a.m.

Teleconference

1. Call to Order

President Emanuels called the meeting to order on Teleconference at 9:00 a.m.

Attendance Report

Directors Present: Kenneth J. Emanuels, Kathryn Donohue, Brent Johnson, David Press, Dakota Whitney (departed at 10:20 a.m.)

Directors Absent: None

Staff Present: Shelley Redding, Clerk and Administrator; Jim Fox, Chief of Operations; Wade Holland, Customer Services Manager

Public Present: Ed Nute, Bob Johnston, Mike Durrie, Richard James, Rod Griffin, Tom Gaman, Jerry Meral, Woody Elliott, Ann Elliott

2. Public Expression

Jerry Meral expressed interest in what the funding needs of the District are to meet the challenges of climate change, water supply and fire prevention. He is exploring a possible parcel tax measure through the initiative process that would benefit the District.

3. Mark Brown, Executive Officer, Marin Wildfire Prevention Authority (MWPA)

Director Donohue introduced Mark Brown and asked him to speak about the MWPA. Mr. Brown discussed the purpose of the MWPA and how the MWPA hopes to leverage cooperation with agencies. He summarized the goals of the MWPA including prevention, mitigation, and preparedness. He described the role of the MWPA Operations Committee and how projects are identified and assigned. He encouraged residential awareness and preparedness. He noted the priorities for future mitigation to include prescribed burning, evacuation studies that include contraflows and shaded fuel breaks. All need environmental consideration and ongoing maintenance. Discussion between the public, staff, Directors and Mr. Brown covered the topics of shaded fuel breaks and evacuation routes and how attention to these activities with MWPA will help to maintain a safer environment. Jerry Meral noted that there is interest in creating a FireWise community in Inverness, which was encouraged by Mr. Brown as a worthwhile effort. Bob Johnston offered suggestions for the MWPA website and the mapping application. The ongoing plan for MWPA projects is maintenance of projects completed. President Emanuels noted that in Inverness there is an occupancy issue with some of the homes and identifying the need for mitigation and maintenance to include homes that are not regularly occupied. Mr. Brown suggested that the local agency may need to have a plan for outreach and education for those property owners to engage them in participation.

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



SHELLEY REDDING, ADMINISTRATOR • **JAMES K. FOX**, CHIEF OF OPERATIONS

Director Press noted that the National Park Service had recently de-energized the power lines to park-owned residences at the top of Vision Rd. until it rains. The long-term goal is to remove the park service residences from the power grid entirely.

President Emanuels thanked Mr. Brown for his attendance and presentation. Mark Brown departed the meeting at 9:40am.

4. Approval of Minutes: Regular Meeting of September 23, 2020

M/S Whitney/Johnson to approve the minutes of the Regular Meeting of September 23, 2020, as submitted. Roll Call Taken: AYES 5, NOES 0

5. Management Report

1st Quarter Financial Reports: Administrator Redding presented the quarterly financial reports.

5-Year Capital Projects Plan: Administrator Redding presented a corrected draft of the list of proposed capital projects for the next five years. The Seahaven Tank project is the highest priority after completion of the Tenney Tanks Replacement Project.

2019/2020 Audit Update: Administrator Redding reported that all financial data has been submitted to the auditor. President Emanuels asked if a date has been set for the auditor's site visit. Administrator Redding responded that due to COVID, the auditor will not be performing a site visit but will request documents to be sent for review via a secure file sharing service.

Tenney Tanks Replacement Project Update: Administrator Redding presented the required quarterly report that was submitted to the State Waterboards. Specific areas to note include the environmental requirements and the need for a spotted owl survey to be conducted within one week of planned construction during the nesting season. Director Press stated that he can assist with coordinating a study and report for the reporting purpose. Administrator Redding also noted that the technical specifications were in final review with the District's project engineers and upon completion will be submitted to the geology consultant for a final letter.

Water Shortage Emergency and Conservation: Administrator Redding and Customer Services Manager Holland presented a report about the current water shortage emergency and responded to questions about the next steps. Tom Gaman asked about conservation and public education, how to read the bills and the definitions used for measurement. Staff member Holland described the meter reading process to identify large volume users. It was noted that the final stage would be to ration customers' usage, but that in the meantime further restrictions on outdoor watering could be introduced. The rationing step is not desired, and staff is hopeful that customers will respond to the current restrictions which will help to avoid rationing. Administrator Redding offered to provide information on the District website to assist customers with conservation and awareness. Staff member Holland reported that the recent billing identified that the top 10% of residential users are consuming over 40% of the water at residential services. The highest-volume customers have been contacted in person or by phone and were generally cooperative. A letter was mailed to all 50 customers constituting the top 10% to reinforce the need for them to reduce their usage. Superintendent Fox noted that the excessive use is believed to be almost exclusively from automatic watering systems that are leaking or programmed to use too much water. Mike Durrie asked is there has been a reduction in consumption; Staff reported that overall there has not been, but this is believed to be largely attributable to a notable increase in the population in the District inasmuch as many vacation homeowners (and/or their families) are now in Inverness fulltime during the pandemic. Director Johnson asked about revenue ratio between the Basic Charge and the usage charges. Staff stated that it is about 78%/22%.

Water System Leak Detection: Administrator Redding presented a Staff Report on leak detection systems and the practices of other agencies.

Wildfire Preparedness: Administrator Redding presented a Staff Report about wildfire preparedness and outlined community groups and resources available for preparation and mitigation.

MERA Update: Chief Fox reported on the recent MERA update and the next phase of the project.

MWPA Update: Director Donohue and Chief Fox both reported on their committee activities.

6. **Water System Report: September 2020**

Superintendent Fox discussed highlights of the written Water System Report for September that has been submitted.

7. **Fire Department Report: September 2020**

Chief Fox commented on the written Fire Department Report for September that has been submitted. President Emanuels asked if the Disaster Council was still active. Chief Fox reported that it is, but noted that the current coordinator will be moving out of district soon. Director Donahue asked if outreach to residents has been dormant in recent months and wondered if neighborhood liaisons were being encouraged to contact residents in their neighborhoods. Mike Durrie said that a radio drill is scheduled for next Sunday; he also noted that there are 34 neighborhoods but only 16 have a designated liaison. Chief Fox reported that Chipper Day next year may be conducted with Firesafe Marin and MWPA funds.

8. **Approval of Expenditures and Credit Card Charges**

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

M/S Johnson/Emanuels to approve the listed expenditures for September 2020 and credit card charges invoiced in September 2020. Roll Call Taken: AYES 4, NOES 0

9. **Ordinance 96-2020:** Compensation of the Administrator of the Inverness Public Utility District.

Staff presented the ordinance for review and approval. President Emanuels asked if the Administrator was an exempt employee. Administrator Redding said that at the previous Board meeting it had not been determined whether the Administrator is to be reclassified from hourly nonexempt to salaried exempt. The ordinance sets the rate of pay as hourly. President Emanuels requested that another ordinance be drafted for the next meeting setting the Administrator position to salaried exempt.

M/S Johnson/Donohue to approve Ordinance 96-2020 as drafted. Roll Call Taken: AYES 4, NOES 0

10. **Approval of Staff Pay Rates to Include COLA Adjustments**

M/S Johnson/Donohue to approve the staff payrates to include the COLA adjustment as presented. Roll Call Taken: AYES 4, NOES 0

11. Streamline Website Agreement Amendment

Administrator Redding presented an amendment to the current agreement with Streamline, the District’s website vendor, to add an email component for purposes of efficient outreach and communications with customers and staff/volunteers. The proposed amendment would increase the monthly fee by \$60.00 to \$260.00.

M/S Johnson/Donohue to approve the amendment to the agreement with Streamline. Roll Call Taken: AYES 4, NOES 0

12. Replacement of Firehouse Heating System

Administrator Redding presented a Staff Report and a proposal from Ongaro and Sons to replace the heating in both the office space and the meeting room. One bid is to replace both the existing wall heaters with newer, similar wall heaters. The other bid is to replace the wall heater in the meeting room with a newer, similar wall heater and to change to a heat pump for the office space. Director Johnson expressed interest in pursuing the heat pump option for both spaces in order to add air conditioning on both floors. President Emanuels asked that another bid be obtained. Chief Fox noted his concern about adding an electrical heat pump system and the impact it would have on the backup generator. Directors Donohue and Johnson support the addition of air conditioning.

Staff agreed to obtain another bid and bring back this item at the next meeting.

13. Committee Meetings/Reports: Nothing to report

14. Announcements, Next Meeting, Adjournment: The next regular meeting is scheduled for November 18, 2020, at 9 a.m. via Teleconference/Video.

President Emanuels adjourned the meeting at 11:00 a.m.

These minutes were approved by the Board of Directors at the regular meeting on November 18, 2020.

Attest:
Shelley Redding, Clerk of the Board

Date:



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 5

Management Report

Clerk S. Redding and J. Fox

- FY 2021 Financials
 - Financial Reports
 - 2019/20 Audit Update
 - Capital Projects Accounting October 2020
- Tenney Tanks Replacement Project
- MERA Update

Inverness PUD
Summary Balance Sheet
As of October 31, 2020

	<u>Oct 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	192,616.00
Accounts Receivable	52,058.09
Other Current Assets	1,143,110.45
Total Current Assets	<u>1,387,784.54</u>
Fixed Assets	1,542,269.40
Other Assets	618,387.79
TOTAL ASSETS	<u><u>3,548,441.73</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	3,568.15
Credit Cards	-1,849.95
Other Current Liabilities	949,570.57
Total Current Liabilities	<u>951,288.77</u>
Long Term Liabilities	116,081.00
Total Liabilities	<u>1,067,369.77</u>
Equity	<u>2,481,071.96</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,548,441.73</u></u>

Inverness PUD
Profit & Loss by Fund
October 2020

	DISTRICT	FIRE	WATER	TOTAL
Ordinary Income/Expense				
Income				
N 600 · Property Tax Income				
600-01 · Ad Valorem Property Taxes	272	0	0	272
Total N 600 · Property Tax Income	272	0	0	272
N 700 · Water Charges				
700-01 · Basic Charges	0	0	74,935	74,935
700-02 · Usage Charges	0	0	22,424	22,424
700-03 · Cross Connection Fees	0	0	216	216
700-04 · Miscellaneous Charges	0	0	90	90
Total N 700 · Water Charges	0	0	97,665	97,665
N 710 · Misc. Income				
710-02 · Other Income	0	0	100	100
710-05 · Chipper Day Income	0	200	0	200
Total N 710 · Misc. Income	0	200	100	300
Total Income	272	200	97,765	98,237
Gross Profit	272	200	97,765	98,237
Expense				
N 810 · Personnel Expenses				
810-01 · Management	7,020	3,715	3,715	14,450
810-02 · Operations Personnel	0	3,072	10,981	14,053
810-03 · Administrative Personnel	990	0	2,194	3,184
810-04 · Employer Payroll Taxes	661	519	-86	1,094
810-05 · Fire Wages - Staff	0	56	0	56
810-07 · Health Insurance Premiums	407	0	407	814
810-08 · Retirement Premiums	997	1,271	2,870	5,139
810-10 · Accrued Vacation	0	0	321	321
Total N 810 · Personnel Expenses	10,075	8,633	20,401	39,110
N 830 · Dispatch & Communications				
830-01 · Radio/Pager Repair	0	296	0	296
830-02 · Commo Supplies	0	76	0	76
Total N 830 · Dispatch & Communications	0	372	0	372
N 835 · Lab & Monitoring				
835-01 · BacT & Raw Samples	0	0	378	378
835-03 · Lead & Copper	0	0	855	855
Total N 835 · Lab & Monitoring	0	0	1,233	1,233
N 840 · Maintenance & Utilities				
840-02 · Building Maintenance	0	955	0	955
840-06 · Distribution System Maintenance	0	0	490	490
840-07 · Collection-Treatment Utilities	0	0	4,236	4,236
840-08 · Distribution System Utilities	0	0	88	88
840-09 · Firehouse Utilities	0	250	0	250
Total N 840 · Maintenance & Utilities	0	1,205	4,814	6,019
N 844 · Storage & Distribution				
844-01 · Telemetry	0	0	187	187
844-03 · Miscellaneous	0	0	2,040	2,040
Total N 844 · Storage & Distribution	0	0	2,227	2,227
N 845 · Supplies & Inventory				
845-01 · Supplies and Inventory	0	751	0	751
845-02 · Personal Protective Equipment	0	227	0	227
Total N 845 · Supplies & Inventory	0	979	0	979

Inverness PUD
Profit & Loss by Fund
October 2020

	<u>DISTRICT</u>	<u>FIRE</u>	<u>WATER</u>	<u>TOTAL</u>
N 850 · Training				
850-01 · Volunteer Training	0	99	0	99
Total N 850 · Training	0	99	0	99
N 860 · Vehicle Operations				
860-01 · Gas & Oil	0	829	734	1,563
860-02 · Repairs & Service	0	0	968	968
Total N 860 · Vehicle Operations	0	829	1,702	2,531
N 870 · Administration				
870-01 · Telephone, Internet, Cable	228	176	0	404
870-03 · Insurance	0	0	1,451	1,451
870-04 · Financial Reporting/Audit	250	0	0	250
870-05 · Office Supplies, Postage, Fees	464	0	0	464
870-06 · Bank & Payroll Charges	1,124	0	0	1,124
870-10 · Public Relations & Outreach	460	0	580	1,040
870-11 · Office IT Support	450	0	0	450
870-12 · Billing & Collections	0	0	677	677
870-14 · Miscellaneous	0	847	0	847
Total N 870 · Administration	2,976	1,023	2,707	6,706
Total Expense	13,052	13,139	33,084	59,275
Net Ordinary Income	-12,779	-12,939	64,681	38,962
Net Income	<u>-12,779</u>	<u>-12,939</u>	<u>64,681</u>	<u>38,962</u>

Inverness PUD
Profit & Loss Budget vs. Actual
October 2020

	Oct 20	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
N 600 · Property Tax Income	272.11	0.00	272.11
N 700 · Water Charges	97,664.80	95,802.00	1,862.80
N 710 · Misc. Income	300.00	100.00	200.00
Total Income	<u>98,236.91</u>	<u>95,902.00</u>	<u>2,334.91</u>
Gross Profit	98,236.91	95,902.00	2,334.91
Expense			
N 810 · Personnel Expenses	39,109.88	61,369.66	-22,259.78
N 830 · Dispatch & Communications	372.01	244.00	128.01
N 833 · Collection & Treatment	0.00	500.00	-500.00
N 835 · Lab & Monitoring	1,233.00	2,875.00	-1,642.00
N 840 · Maintenance & Utilities	6,018.81	6,713.00	-694.19
N 843 · Fire Prevention	0.00	42.00	-42.00
N 844 · Storage & Distribution	2,226.91	309.00	1,917.91
N 845 · Supplies & Inventory	978.60	2,249.00	-1,270.40
N 850 · Training	98.84	2,500.00	-2,401.16
N 860 · Vehicle Operations	2,530.67	1,509.00	1,021.67
N 870 · Administration	6,706.19	6,814.15	-107.96
Total Expense	<u>59,274.91</u>	<u>85,124.81</u>	<u>-25,849.90</u>
Net Ordinary Income	<u>38,962.00</u>	<u>10,777.19</u>	<u>28,184.81</u>
Net Income	<u><u>38,962.00</u></u>	<u><u>10,777.19</u></u>	<u><u>28,184.81</u></u>

Inverness PUD
Profit & Loss Budget vs. Actual
July through October 2020

	<u>Jul - Oct 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>
Ordinary Income/Expense			
Income			
N 600 · Property Tax Income	8,324.47	0.00	8,324.47
N 700 · Water Charges	199,120.40	192,604.00	6,516.40
N 710 · Misc. Income	12,035.73	16,950.00	-4,914.27
Total Income	<u>219,480.60</u>	<u>209,554.00</u>	<u>9,926.60</u>
Gross Profit	219,480.60	209,554.00	9,926.60
Expense			
N 810 · Personnel Expenses	251,913.86	288,190.39	-36,276.53
N 830 · Dispatch & Communications	13,707.13	24,506.00	-10,798.87
N 833 · Collection & Treatment	1,575.93	2,000.00	-424.07
N 835 · Lab & Monitoring	2,749.20	4,000.00	-1,250.80
N 840 · Maintenance & Utilities	28,567.73	27,702.00	865.73
N 843 · Fire Prevention	6,582.50	4,168.00	2,414.50
N 844 · Storage & Distribution	2,600.73	1,236.00	1,364.73
N 845 · Supplies & Inventory	6,819.80	9,000.00	-2,180.20
N 850 · Training	3,131.39	8,744.00	-5,612.61
N 860 · Vehicle Operations	4,029.63	6,011.00	-1,981.37
N 870 · Administration	22,264.67	58,879.60	-36,614.93
Total Expense	<u>343,942.57</u>	<u>434,436.99</u>	<u>-90,494.42</u>
Net Ordinary Income	<u>-124,461.97</u>	<u>-224,882.99</u>	<u>100,421.02</u>
Net Income	<u>-124,461.97</u>	<u>-224,882.99</u>	<u>100,421.02</u>

**IPUD Capital Projects
FY 2020-2021**

**IPUD Capital Projects -Active and Proposed
Water System**

Project	Priority	2020 Cost	\$ 1 year	\$ 3 Year	\$ 5 Year	Notes
Tenney Tank Replacement	A	800,000	800,000			371-28
tool replacement with chest for F1	A	3,000	3,000			
Seahaven Tank Cathodic Protection (15 kgal)	A	50,000	5,000			Est.
Colby Steel Tank Roof Replacement	A	50,000	50,000			Est.
Generator 10kw - F3 Backup	A	25,000	25,000			Est.
Equipment Sheds	B	5,000		5,500		
Via De la Vista Main Replacement	B	175,000		190,000		Est.
V-3 Gathering Line - 500' 2" PVC	C	50,000			58,000	
Utility Vehicle Replacement	C	50,000			58,000	
Dundee from Cameron - 200' 1" PVC	C	20,000			22,000	
SFD Blvd to MC Corp. Yard - 800' 1" PVC	C	80,000			92,750	Est.
Colby Wood Tank Replacement	C	300,000			354,000	Est.
Total Costs		1,608,000	883,000	195,500	584,750	

**Capital Projects -Active and Proposed
Fire Department**

Project	Priority	2020 Cost (\$)	\$ 1 year	\$ 3 years	\$ 5 years	Notes
SCBA Bottle Replacement	A	7,000	7,000			Est.
Personal Protective Gear Replacement	A	25,000	25,000			Est.
Fire Equipment (Pagers)	A	4,000	4,000			
Defibrillator Units	A	3,000	3,000			
Firehouse Roof Replacement	A	25,000	25,000			Est.
Firehouse Office/Meeting Heating Replacement	A	12,000	12,000			
Type V or VI Wildland (replace Engine 381)	B	150,000		160,000		Est.
Firehouse Entrance Doors Replacement	C	15,000			17,250	Est.
Totals		241,000	76,000	160,000	17,250	

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

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

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



NEXT GENERATION PROJECT October 2020 Governing Board UPDATE:

- **Customer Design Review Package**

The Customer Design Review Package was approved by the MERA Governing Board at the October 28th meeting. Per the contract with Motorola, we entered a Customer Design Review period as stated in the proposal, “Motorola will work with MERA to review and confirm the final system design, schedule, coverage, and transition plan.” As part of this effort MERA identified 65 distinct categories of information to be completed as part of this process, and upon AECOM’s third-party review, 135 specific items required additional discussion. At this point, MERA staff believes that all items have been satisfactorily completed. Upon review, the Governing Board approved the Notice of Approval of the CDR Package, moving the Project forward to the next phase of implementation. This marks a major milestone for the Project, MERA and Motorola.

- **Initial Bid Package Approval**

The development of Construction Bid Packages is currently underway for the proposed and existing MERA Next Gen Project radio sites. A completed Bid Package has been prepared for 3 of the 18 sites, including Civic Center, EOF and Mt. Barnabe, with the remainder in progress at the preliminary stage. At this time, MERA is prepared to move forward with these three initial sites. The advertisement of these Bid Packages was approved by the Governing Board at the October 28th meeting. A recommendation to award the contract will be presented to the Board for approval at a meeting date in the future.

- **Project Schedule**

Below is an overview of some key dates from the recently revised Next Gen Project Schedule:



Questions? Contact Deputy Executive Officer for the Next Gen System David Jeffries at dave@jeffriespsc.com.

MARIN EMERGENCY RADIO AUTHORITY

c/o Town of Corte Madera
 300 Tamalpais Drive
 Corte Madera, CA 94925
 Phone: 415.927.5050
WWW.MERAONLINE.ORG



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 6

Water System Report

- **October 2020 Water Production and System Reports**
- **Bi-Monthly AR Billing**

INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT • WATER SYSTEM

POST OFFICE BOX 469

INVERNESS, CA 94937

(415) 669-1414 • FAX (415) 669-1010 • ADMIN@INVERNESSPUD.COM

WATER SYSTEM REPORT, October 2020

Statistics

	<u>2020</u>	<u>2019</u>
Rainfall (at F1)	0.09" for the month; 0.039" year to date	0.07" for month; 0.24" year to date
Streamflows	74,800 gpd; 52 gpm	172,080 gpd; 119.5 gpm.
Production	2,622,100 gal; 84,580 gpd; 59.7 gpm	2,878,300 gal; 92,848 gpd; 64.5 gpm
Sources		
	First Valley High Intakes 27%	First Valley High Intakes 39%
	Second Valley High Intakes 21%	Second Valley High Intake 22%
	Third Valley High Intakes 13 %	Third Valley High Intakes 22%
	First Valley Low Intake & Wells 16%	First Valley Low Intake & Wells 17%
	Second Valley Low Intake & Well 18%	Second Valley Low Intake & Well 0%

DISTRIBUTION USEAGE By ZONE

Colby	38.4%	39%
Tenney + CVT	39.2%	30%
Conner 3%+ Tank	50.0 %	3%
Stockstill	14.0%	13%
Lower SH	8.4%	15%

gpd = gallons per day; gpm = gallons per minute

Water Quality

All sources ultra and nano filtered; chlorine and turbidity correct continuously; no positive coliform bacteria samples from distribution sample grabs. Samples of distribution water tested twice monthly and influent raw water are being collected once a month for lab analysis of coliform content. Average CL2 dose at F1 = 0.54 parts per million (ppm); F3 = >0.43 ppm

Major Activities

- Monthly reports sent to CA RWQCB
- D4 pipe, pipeline trail and streambed restoration work continued
- Watershed roads clearing
- All sources being utilized, streamflows still dropping
- Water conservation and outreach: assisted customers in reducing usage, investigated leaks
- Continued Defensible space clearing at first valley plant continuing
- Clearing grass and brush around fire hydrants
- Glitch in F1 break tank-level control resolved, still waiting on PLC update
- Assisted contractor (Northwest Paving) paving project on Rannoch, Sterling, Keith, and Vision roads very easy to work with and competently protected all of our valve boxes
- L2 Vault cover replaced with improved materials
- All Customer Meters read
- F3 printer malfunctioned, successfully cleaned print cartridge
- F1 NANO filters chemically cleaned (CIP NF-A, NF-B)
- Conner tank charge controller working again
- DBP and General Source samples grabbed

Kenneth Fox, T3, Senior Water Operator

Water Customer Accounts Receivable Totals, Sept/Oct 2020

1. The Accounts Receivable balance on Sept. 1, 2020, consisted of:

Current balances (from bills sent out on Aug. 26)	101,534.60
Past-due balances (5.6%)	<u>6,003.46</u>
Total Accounts Receivable balance on Sept. 1, 2020:	<u>107,538.06</u>

2. During Sep/Oct, we received the following payments from our customers:

Electronic payments:	66,389.22	(66.1%)
Payments by check:	34,051.23	(33.9%)
Total payments received:	- 100,440.45	

3. During Sep/Oct, we posted the following charges to our customers' accounts:

Write-offs:	--	
Adjustments:	--	
Basic charges (future):	74,934.50	(517 Basic charges billed 10/26 for Nov/Dec*)
X-C charges (future):	216.00	(18 Cross-Connection charges billed 10/26 for <u>Nov/Dec</u>)
Usage charges:	22,424.00	(Usage charges billed 10/26 for 8/21 to 10/20†)
Misc. charges:	100.00	
Refused payments:	--	
Refunds:	101.26	(2 closed account credit balance refunds)
Total charges posted:	+ 97,775.76	

4. Thus, the Accounts Receivable balance on October 31 (the end of the period) was: **104,873.37**
(of which 7.8%, or \$8,166.34, is past due)

* Bimonthly Basic Charges (for Nov/Dec): 512 customers @ \$146.00; 1 Lifeline customer @ \$73.00; 3 Lifeline customers at \$36.50; 1 suspended customer @ \$0.00

† Total billed usage was \$24,465.00, less four credits totaling \$2,041.00 (for three prior-period leak adjustments and one prior-period meter read error).

Reconciliation with BofA checking account:

There were no deposits in transit on 10/31/2020. Thus, the A/R balance on the District's books as of 10/31 should also be \$104,873.37.

Scheduled ACH receipts: \$44,063.70 on November 16, 2020 (from 246 customers).

A temporary security debit to IPUD's checking account in this amount will be made on or about November 12, 2020.

Report on Number of Discontinuations of Residential Service (pursuant to paragraph (g) of IPUD Water System Regulation 303 and in compliance with Chapter 6, "Discontinuation of Residential Water Service," of Part 12, Division 104, of the Health and Safety Code (HSC) of the State of California)

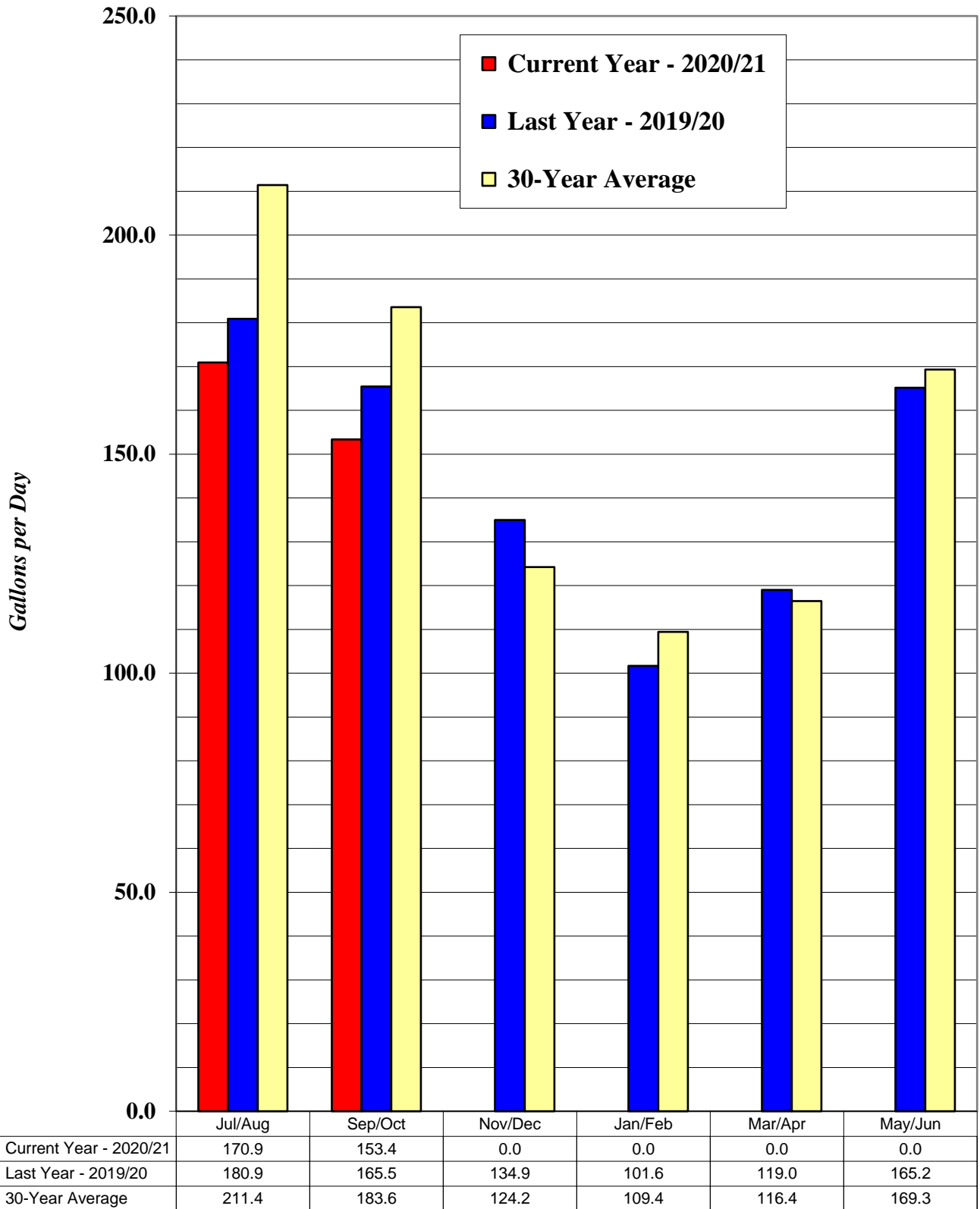
Period covered: September/October 2020

Number of residential services discontinued for inability to pay during the covered period: 0

Number of residential services discontinued for inability to pay during a previous period and still on discontinued status at the close of the covered period: 1

Inverness Public Utility District Water System

Average Daily Water Usage per Active Customer





Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 7

Fire Department Report

- **October 2020**

FIRE DEPARTMENT REPORT

October 2020

INCIDENTS:

#	Date	
#20-127	10-03	EMS @ Argyle for fall victim. No medical requested @ scene
#20-128	10-04	Public Assist @ Madrone for lift assist.
#20-129	10-10	EMS @ Aberdeen for fall victim. M-94 transport to MGH.
#20-130	10-14	Possible Vegetation Fire @ Limantour road. No merit, smoke from inside Woodward.
#20-131	10-15	Roadside Fire @ 1200 Highway 1. Small spot, cancelled by MCFD.
#20-132	10-15	EMS @ Rannoch for fall victim. Cancelled at time of dispatch.
#20-133	10-16	EMS @ Inverness Way for exhaustion in a vehicle. M-94 code 2 transport to PVH.
#20-134	10-19	Vehicle Accident @ Tomasini & Highway 1. Cancelled enroute.
#20-135	10-20	EMS @ Aberdeen for medical alarm fall victim. Non-injury.
#20-136	10-21	EMS @ Highland Way for ALOC. M-94 code 2 transport to MGH.
#20-137	10-24	Medical Alarm@ Via de la Vista. No merit, test only.
#20-138	10-24	EMS @ Sir Francis Drake for seizures. M-94 transport to KTL.
#20-139	10-27	Fire Alarm @ Vision Road. No merit, false alarm.

TRAININGS:

10-11 Drill: Vehicle inspections and inventory of compartments.
10-27 Drill: Interface firefighting and structure protection.

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

ACTIVITIES AND MAINTENANCE:

1. Disaster meeting with Inverness Mesa group outside firehouse.
2. MERA Board meeting.
3. Seahaven Neighborhood Zoom meeting re: fire concerns.
4. Conference call meeting of Marin Fire Chiefs.
5. NOAA winter weather presentation on Zoom.
6. Defensible space inspections on upper Perth.
7. MERA radio training meeting.

PERSONNEL:

Mike Meszaros, Jim Fox, Ken Fox, Tom Fox, Burton Eubank, Brian Cassel, Jeff McBeth,
Tim Olson, Dennis Holton, Brett Miller, Roy Pitts, David Briggs, John Roche, David Wright,
Kai Heimpel, Tim Olson, Sabrina Meyerson, Alex Frankel, Davis Allen, Nikki Spencer, Michael
Duncan, Ian Duncan, Greg Eastman.

Jim Fox, Chief



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 8

October 2020 Expenditures and Credit Card Charges

Inverness PUD
Monthly Expense Ledger Report
October 2020

Date	Num	Name	Memo	Amount
Oct 20				
10/01/2020	EFT	AT&T U-verse	139584573 September 20	-69.55
10/05/2020	13904	Marin County Department of Public Works	Encroachment Permit Fee 2020	-490.00
10/05/2020	13905	U. S. Bank Corporate Payment Systems	Managing ID: 4246 0445 5577 0662	-2,492.30
10/05/2020	EFT	Bank of America	Sept 2020 Statement Analysis Fees	-704.82
10/07/2020	EFT	CalPERS	Social Security Admin 218 Annual Fee	-250.00
10/08/2020	13906	Alpha Analytical Laboratories, Inc.	ORDER # 2012600 Lead & Copper	-640.00
10/08/2020	13907	Brelje and Race Laboratories, Inc.	September 2020 sampling	-378.00
10/08/2020	13908	Building Supply Center	Supplies	-253.94
10/08/2020	EFT	CalPERS Health	October 2020 Health	-10,384.01
10/08/2020	13910	Good & Clean, Inc.	Janitorial Services - September	-220.00
10/08/2020	13911	Grainger	Account # 836141895	-121.95
10/08/2020	13912	Hach Company	Water Treatment Supplies	-123.68
10/08/2020	13913	Horizon Cable TV Inc.	005-003907	-90.79
10/08/2020	13914	John's Dairy Equipment & Supply, Inc.	Liquid Chlorine	-80.10
10/08/2020	13915	Special District Risk Management Authorit	Mbr# 6853 FY 2021 Property/Liability Additional	-1,450.69
10/08/2020	13916	Streamline	October 2020 Website	-200.00
10/10/2020	Auto	Diversified Technology	Billing Service	-665.00
10/13/2020	13917	Vision Rd. Association	Vision Rd Annual Assessment/Paving Fee Share	-2,040.00
10/15/2020	PR 10...		Tax Payment	-5,630.33
10/15/2020	PR 10...		Direct Deposit	-14,628.03
10/15/2020	EFT	Paychex	Payroll Processing Fees	-189.60
10/16/2020	EFT	Paychex	Section 125 Monthly Fee	-40.00
10/16/2020	13930	Peter Wardle	Closed Acct Credit Balance 336-070-10	-73.00
10/19/2020	EFT	BB & T- CPS Operations	8/01-8/31/2020 AR Box	-11.70
10/24/2020	30833	Reitter, Thomas	Lead Sampling	90.30
10/26/2020	13918	Alpha Analytical Laboratories, Inc.	Lead & Copper and TOC's	-515.00
10/26/2020	13919	Barcomm Communications	Repairs	-79.40
10/26/2020	13920	Cheda's Garage	Chevy 2015 repairs	-341.49
10/26/2020	13921	CORE	September 2020 services	-450.00
10/26/2020	13922	FailSafe Testing	2840-01/ Ladder Testing/ 9981	-514.95
10/26/2020	13923	Interstate All Battery Center	Battery Replacement for 380	-592.86
10/26/2020	13924	Marin County Tax Collector	Customer # 21543	-461.91
10/26/2020	13925	Napa Auto Parts	Supplies	-20.56
10/26/2020	13926	North Bay Petroleum	Acct# 49185	-181.73
10/26/2020	13927	Petaluma Minuteman, Inc.	Stage 2 Water Emergency Postcards	-579.58
10/26/2020	13928	Quill Corporation	Account # 645751	-9.50
10/26/2020	13929	Recology	Refuse Disposal 10/1/20 - 12/31/20	-125.97
10/26/2020	13931	David J Tirrell	Closed Acct Credit Balance 342-000-17	-28.26
10/26/2020	13932	Verizon Wireless	Account 942336110-00001	-163.00
10/26/2020	13933	Good & Clean, Inc.	Janitorial Services - October	-220.00
10/26/2020	13937	AT&T CalNet	Telemetry & Phone	-450.65
10/26/2020	13938	Brelje & Race Engineers	Professional Services Tenney Tank	-10,934.75
10/27/2020	EFT	PG&E	Paid online 10/30/2020	-4,321.45
10/30/2020	EFT	CalPERS - Retirement	September 2020 Retirement	-5,138.58
10/30/2020	PR 10...		Tax Payment	-5,871.50
10/30/2020	PR 10...		Direct Deposit	-15,218.72
10/30/2020	EFT	Paychex	Payroll Processing Fees	-189.60
10/31/2020	EFT	AT&T U-verse	Acct 139584573	-69.55
Oct 20				-87,616.20

**Inverness PUD
Reconciliation Detail**

XX-9383 · Cal Card - Jim Fox, Period Ending 10/24/2020

Type	Date	Num	Name	Clr	Split	Amount	Balance
Beginning Balance							1,160.09
Cleared Transactions							
Charges and Cash Advances - 13 items							
Credit Card Charge	09/22/2020	9358623	Amazon	X	850-01 · Volunteer Training	-312.21	-312.21
Credit Card Charge	09/22/2020	319944	Supply Cache	X	845-01 · Supplies and Inventory	-55.54	-367.75
Credit Card Charge	09/23/2020	092220	Amazon	X	833-01 · Chemicals	-301.36	-669.11
Credit Card Charge	09/23/2020	14719935	The Solar Biz	X	845-01 · Supplies and Inventory	-119.78	-788.89
Credit Card Charge	09/25/2020	202227	Van Bebber Brothers	X	840-02 · Building Maintenance	-384.67	-1,173.56
Credit Card Charge	09/25/2020	40867	M. Maselli & Sons	X	840-02 · Building Maintenance	-64.95	-1,238.51
Credit Card Charge	09/26/2020		UPS	X	870-05 · Office Supplies, Postage,...	-5.80	-1,244.31
Credit Card Charge	09/28/2020		UPS	X	870-05 · Office Supplies, Postage,...	-16.33	-1,260.64
Credit Card Charge	10/01/2020	400267959	Bailey's Inc	X	845-02 · Personal Protective Equi...	-227.29	-1,487.93
Credit Card Charge	10/03/2020	10556	Wolfe Communications	X	830-02 · Commo Supplies	-76.35	-1,564.28
Credit Card Charge	10/10/2020	086407	Palace Market	X	850-01 · Volunteer Training	-65.72	-1,630.00
Credit Card Charge	10/11/2020		Bovine Bakery	X	850-01 · Volunteer Training	-33.12	-1,663.12
Credit Card Charge	10/20/2020	641410	BrightGuy	X	845-01 · Supplies and Inventory	-158.45	-1,821.57
Total Charges and Cash Advances						-1,821.57	-1,821.57
Payments and Credits - 1 item							
Bill	09/20/2020		U. S. Bank Corporate Pa...	X	20000 · Accounts Payable	1,160.09	1,160.09
Total Cleared Transactions						-661.48	-661.48
Cleared Balance						661.48	1,821.57
Uncleared Transactions							
Charges and Cash Advances - 1 item							
Credit Card Charge	10/23/2020	24890	Genuine Motors LLC		860-02 · Repairs & Service	-967.80	-967.80
Total Charges and Cash Advances						-967.80	-967.80
Total Uncleared Transactions						-967.80	-967.80
Register Balance as of 10/24/2020						1,629.28	2,789.37
Ending Balance						1,629.28	2,789.37

Inverness PUD Reconciliation Detail

XX-7642 · Cal Card - Redding, Period Ending 10/24/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						1,332.21
Cleared Transactions						
Charges and Cash Advances - 7 items						
Credit Card Charge	09/24/2020	6062612	Amazon	X	-270.60	-270.60
Credit Card Charge	09/29/2020	673758	Signs.com	X	-72.77	-343.37
Credit Card Charge	09/30/2020	40586...	Amazon	X	-193.77	-537.14
Credit Card Charge	10/08/2020	15329...	U. S. Postmaster	X	-55.00	-592.14
Credit Card Charge	10/14/2020	9782616	Amazon	X	-74.33	-666.47
Credit Card Charge	10/14/2020	9441015	Amazon	X	-21.10	-687.57
Credit Card Charge	10/16/2020	406802	BK Technologies	X	-216.26	-903.83
Total Charges and Cash Advances					-903.83	-903.83
Payments and Credits - 1 item						
Bill	09/20/2020		U. S. Bank Corporat...	X	1,332.21	1,332.21
Total Cleared Transactions					428.38	428.38
Cleared Balance					-428.38	903.83
Register Balance as of 10/24/2020					-428.38	903.83
Ending Balance					-428.38	903.83



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 9

Ordinance 97-2020:

**Providing for the Compensation of
The Administrator of The District
(Exempt/Salaried)**

ORDINANCE 97-2020

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

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

SECTION 1. The salary of the Administrator of the Inverness Public Utility District shall be Eight Thousand Thirty-Four and No/100s Dollars (\$8,034.00) per month, effective December 1, 2020.

SECTION 2. The Administrator shall be classified as an exempt employee.

SECTION 3. The Administrator’s salary shall be allocated each month by the following method:

- a. Time attributable to work on capital projects and reimbursable projects shall be allocated to each applicable project at the Administrator’s calculated hourly rate, which shall be the monthly salary divided by 173.333 (or \$46.35 per hour), times the number of hours attributable to the project.
- b. What remains shall be allocated to District General Fund expenses.

SECTION 4. This Ordinance shall be and hereby is declared to be in full force and effect as of thirty (30) days from and after the date of its adoption. The Clerk of the Board shall cause this Ordinance to be published in a newspaper of general circulation in the District at least one (1) week before the expiration of said thirty (30) days and shall also cause copies of this Ordinance to be posted in at least three (3) public places in the District for the said thirty (30) days, and said publication and said posted copies shall show the names of the Directors voting for and against adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Inverness Public Utility District on the 18th day of November, 2020, by the following vote, to wit:

AYES: Directors

NOES:

ABSTAINING:

ABSENT:

Kenneth J. Emanuels, President

ATTEST:

Shelley Redding, Clerk of the Board

I hereby certify that the foregoing instrument is a true and correct copy of the original of Ordinance 97-2020 on record in this office, and that subsequent to its adoption no provision of Ordinance 97-2020 has been amended, modified, or revoked by the governing body.

_____, Clerk of the Board, Inverness Public Utility District, County of Marin, State of California.

By _____ Date _____



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 10

Firehouse Heating System Replacement Proposals (Action)



Board Agenda Item Staff Report

Subject: Firehouse Heating Replacement Proposals
Meeting Date: November 18, 2020
Date Prepared: November 12, 2020
Prepared by: Shelley Redding, Administrator
Attachments: Bids (2) prepared by Heating and Cooling Contractor Ongaro and Sons
Bids (2) prepared by Aaero Heating & Air Conditioning

Recommended Action: Review bids and approve

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

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

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

At the request of the Board, I contacted a second HVAC vendor to obtain another quote for replacement of both wall furnaces with similar models, and another to replace the wall heaters with a heat pump system for both the meeting room and the office space.

In discussion with the owner of Aaero Heating and Colling, he suggested switching to the heat pump system because of the efficiency of the systems. When I asked about the impact on the generator, he told me they generally do not set up heat pumps with a connection to a generator because of the fluctuation of power from generators. The quote furnished by Aaero includes the cost for the electrical work needed to install the new system.

Both quotes include the cost of permits for the work.

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



Aaero Heating & Sheet Metal, Inc.

860 Sweetser Avenue Novato, CA 94945 (415)897-4187 FAX: (415) 898-2381 License: 278370

PRIME BUILDING CONTRACT

THIS AGREEMENT IS BETWEEN:

RE PROJECT: 2020440

Aaero Heating & Sheet Metal, Inc. and
(Contractor's Name)

Inverness Public Works
(Owner's Name)

278370
(Contractor's License Number)

50 Inverness Way
(Owner's Home Address)

860 Sweetser Avenue
(Contractor's Address)

Inverness, CA 94937
(City, State & Zip)

Novato, CA
(City, State & Zip)

50 Inverness Way
(Project Address)

415 897-4187 - 415 898-2381
(Telephone - Fax)

Inverness, CA 94937
(City, State & Zip)

CONSTRUCTION LENDER, Name and address of construction fund holder is:

DESCRIPTION OF PROJECT - See next page

Work will commence approximately on or about

TIME FOR COMPLETION: The work to be performed by Contractor pursuant to this Agreement shall be substantially completed within (to be determined) days.

PAYMENT: Owner agrees to pay Contractor a total cash price of: To Be Determined

Down Payment to be made as follows: \$1,000 (One Thousand Dollars) or 10% (Ten Percent) of the contract, whichever is less, shall be paid before commencement of the work. The balance shall be paid upon completion

INTEREST: Overdue payments will bear interest at the rate of 1½% per month.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to any structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826, 1-800-321-2752.

You, the buyer, have the right to require the contractor to have a payment and performance bond. However, the contractor can require you to pay for that bond.

NOTICE TO OWNER: If you agree to arbitration, review the "Arbitration of disputes" section on last page (provision 13) and place your initials on each copy of this contract

Owner: _____
(Owner Sign Here) _____
(Date)

Firm Name: Aaero Heating & Sheet Metal, Inc.
(Contractor's Firm Name)

Owner: _____
(If More Than One Owner, Sign Here) _____
(Date)

Contractor of Agent: _____
Contractor or Agent Sign Here Date

TERMS AND CONDITIONS: The terms and conditions of all pages are expressly incorporated into this Agreement

DESCRIPTION OF PROJECT (according to the plans and specifications, including materials to be used or installed): Contractor shall furnish all labor, materials and equipment to perform in a workmanlike manner: (Describe Labor, Materials, and Equipment to be Furnished)

Remove existing wall furnaces (2), haul away and recycle. Provide and install Williams 25,000 BTU propane single wall furnaces complete with; gas, flue connections, wall thermostats. \$4,350.00

Alternate: Provide and install Daikin High Wall Heat Pump System: Two indoor fan coils (one for each area), one outdoor condenser. Complete with; refrigerant line sets (with covers), 220 electrical connections with outdoor water proof disconnect, equipment pad, control wiring, all final connections and miscellaneous materials. \$10,545.00

*This price is dependent on a circuit being available to add existing service panel.

*Excludes: Permit Fees, Refrigerant Testing. ~ Aero warranties passage.

*Please Note: If you wish to pay by Visa or Mastercard please add 4% to contract price. Thank you.

TERMS AND CONDITIONS

1. Asbestos and Hazardous Materials. Asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms of this subcontract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 11 of this Agreement. Subcontractor may stop work upon discovering asbestos or other hazardous material until the terms of the extra are negotiated. Subcontractor, at Subcontractor's sole option can require Owner or Contractor to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site.

2. Arbitration, Validity and Damages. Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counterclaim in excess of the jurisdiction of the Small Claims Court is filed in the Municipal or Superior Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other application shall not in any way be impaired thereby.

ANY DAMAGES FOR WHICH SUBCONTRACTOR MAY BE LIABLE TO OWNER OR CONTRACTOR SHALL NOT, IN ANY EVENT EXCEED THE CASH PRICE OF THIS AGREEMENT.

3. Reservation of Rights of Dispute. In the event that the Subcontractor is required to, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Contractor and the Subcontractor as to whether such work should be classified as a "change" or as an "extra," Subcontractor may, if it deems it appropriate, but is not required to, proceed with such work, and thereafter or contemporaneously, file for arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, to determine whether such work is in fact a "change" or an "extra" without waiving any said rights, as well as determining the effect of the extra.

4. Attorneys Fees. In the event legal action or arbitration is instituted for the enforcement of any term or condition of this subcontract, the prevailing party shall be entitled to an award of reasonable attorney's fees in said action or arbitration, in addition to costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.

5. Removal of Debris. Upon completion of the work, the Subcontractor agrees to remove all of his own debris and surplus materials from Owner's property and leave said property in a neat and broom-clean condition. Subcontractor will not accept any charges for any prorated proportion of general clean-up of the premises, nor will he be responsible for the disposal of central scrap piles.

6. Failure to Make Payments. If Contractor fails to make the scheduled progress payments as defined in "Schedule of Payments," then Subcontractor has the absolute option to cease the performance of any further work until such time said payment is made. If said payment is more than 10 working days late, Subcontractor may, at his option, treat said lateness as a material breach of this Subcontract Agreement and justifiably refuse to complete the balance of this subcontract. Subcontractor may then institute arbitration proceeding as described herein for any and all damages incurred including but not limited to lost profits.

7. Retention. Contractor is authorized to withhold retention from Subcontractor only to the extent that Owner withholds funds from Contractor for the work performed by Subcontractor. In no event shall Contractor withhold more than ten (10) percent of payments due Subcontractor. All retentions must be paid to Subcontractor within thirty-five (35) days of the date the Subcontractor substantially completes all of his work.

8. Items not Responsibility of Subcontractor. Unless specifically included in the Agreement, Subcontractor shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Subcontractor is not responsible for any abnormal or unusual preexisting conditions. Correction of any such violations or abnormal conditions by a Subcontractor shall be considered additional work and shall be dealt with as herein provided under Paragraph 11 for extra work.

9. Excusable Delays. If the Subcontractor is delayed in the performance of the work by conditions that could not be reasonably foreseen by Subcontractor or out of the reasonable control of Subcontractor, which include but are not limited to actions taken by Owner, acts of God, fire, explosions or other casualty losses, strikes, boycotts or other labor disputes, lockouts, hazardous material disturbance, abatement, or removal, and acts of government body, then Contractor shall grant Subcontractor a reasonable extension of time. If additional work or cost is required of, or incurred by, Subcontractor as a result of the delay, then Subcontractor shall be entitled to compensation as called for in Paragraph 11.

10. Contractor's Responsibilities and OSHA Requirements. Water, sewer, gas and electric utilities from the serving agency to the point of entry at Owner's property line or the metering devices are required and are the responsibility of the Contractor.

In compliance with Federal and State law, Contractor agrees to make drinking water and toilet facilities available to all workers or compensate Subcontractor for cost of rental units.

Contractor agrees to provide electricity at the job site to effect the work herein.

Contractor shall provide adequate job site storage and work areas as required for the convenience and use of Subcontractor for his work under this Agreement.

Contractor agrees to comply with all local, state and national laws, including without limitation the provisions of the Accident and Safety Health Act of 1970 and the construction Safety Act 1969, and Subcontractor is not responsible for any liability caused by the Contractor's noncompliance.

11. Extra Work. Subcontractor shall provide in a good and workmanlike manner only that labor and materials specified therein. Additional work not specified in this subcontract will be provided only upon written authorization of Contractor. However, in the event that the parties cannot agree on the sum necessary to compensate Subcontractor for the extra work, then Subcontractor shall be paid his actual costs for the additional labor and material as well as his normal overhead and profit.

For any extra work performed, Contractor shall be compensated in an amount to be determined before the extra work is performed and such amount, including Contractor's usual fee for overhead and profit shall be made as the extra work progresses, concurrently with payments made under payments scheduled. However, in the event that the parties cannot agree on the sum necessary to compensate Subcontractor for the extra work, then Subcontractor shall be paid his actual costs for the additional labor and material as well as his normal overhead and profit.

However, in the event that an emergency exists, then Subcontractor may proceed upon the verbal authorization of the Contractor or the Contractor's job superintendent and request written confirmation of the verbal authorization within seventy-two (72) hours.

12. Assignment and Subcontracting. Subcontractor shall be allowed to assign any work under this subcontract or subcontract any portion of it without the written consent of the Contractor.

13. Protection of Work. To the extent noted herein, Subcontractor will protect its own work until completion and acceptance of his work. To allow Subcontractor to protect his own work, Contractor shall provide to Subcontractor adequate storage space and security on the construction site. Once Subcontractor's work is completed, then Contractor shall be responsible for the protection of the work as well as the entire project.

If Subcontractor's work is damaged or destroyed during the course of Subcontractor's work and said damage or destruction is a result of the negligence of Subcontractor, then Subcontractor shall agree to repair or replace said damaged work. If the work is damaged or destroyed as a result of actions beyond the reasonable control of the Subcontractor or through the negligence of persons other than Subcontractor, then Subcontractor shall repair or replace said damaged or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 11.

14. Concealed Conditions. In the event that Subcontractor encounters rock, ground water, underground structures, utilities or other conditions unknown to Subcontractor and not reasonably foreseeable by Subcontractor, then Subcontractor shall immediately stop work and call Contractor's attention to such concealed conditions in writing. The subcontract time and price will be equitably adjusted in writing.

15. Insurance. Contractor will procure at his own expense and before commencement of any work under this contract fire insurance with course of construction, vandalism and malicious mischief clauses attached. The insurance is to name Contractor and his Subcontractors as additional insureds, and to protect Owner, Contractor and his Subcontractors, and construction lender as their interests may appear. Should Contractor fail to do so, Subcontractor may procure such insurance as agent for and at the expense of Contractor, but is not required to do so. If the project is destroyed or damaged by any accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Subcontractor in rebuilding or restoring the projects shall be paid for by the Contractor as an extra and shall be dealt with under the provisions of Paragraph 11 above. If, however, the estimated cost of replacement of work already accomplished by Subcontractor exceeds twenty (20) percent of the contract price, Contractor shall have the option to cancel this contract and, in that event, shall pay Subcontractor's usual overhead and a net profit to Subcontractor in the amount of _____ percent, of all work performed by Subcontractor before cancellation.

Subcontractor will carry Worker's Compensation Insurance to protect Subcontractor's employees during the progress of the work. Contractor shall obtain and pay for insurance against injury to his own employees and persons not under the control of Subcontractor.

16. Indemnification. Contractor shall indemnify and hold harmless Subcontractor from and against any and all claims arising from Contractor's use of the job site, or from the conduct of Contractor's business or from any activity, work or things done, permitted or suffered by Contractor or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Subcontractor from and against any and all claims arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms of this subcontract agreement, or arising from any negligence of the Contractor or any of Contractor's agents, Contractors, Subcontractors, or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought thereon, and in case any action or proceeding be brought against Subcontractor by reason of any such claim, Contractor, upon notice from Subcontractor shall defend same at Contractor's expense by counsel satisfactory to Subcontractor.



Ongaro and Sons

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

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

Lic. # 215233

BILL TO

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

ESTIMATE 89878719	ESTIMATE DATE Oct 16, 2020
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Home Improvement Contract
 License #215233

JOB ADDRESS

Inverness Public Utility District (Firehouse)
 50 Inverness Way
 Inverness, CA 94937 USA

Job: 69015

Technician: Mark Ross

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

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

TASK DESCRIPTION	QTY	STANDARD PRICE	PRICE	TOTAL
PPH - Heating only - Annual: Annual Membership with Heating service.	1.00	\$99.00	\$99.00	\$99.00
<ul style="list-style-type: none"> • Annual service visit • Clean and adjust burner assembly • Check ignition assembly • Check heat exchanger • Monitor flue draft • Test starting capabilities • Check thermostat • Measure temperature rise • Measure for correct air flow • Clean or replace air filter (standard size) • Tighten electrical connections • Measure volt/amp on motors • Test safety controls • Check capacitor • 5% discount on repairs • Note: additional fee for specialty air 				

filters

22126	William Single Wall Furnace 35K: Install Williams Wall Furnace. Includes Permit, New Thermostat, Gas Flex & Shut Off Connector, System Start Up & Disposal. 10 Year Heat Exchanger Warranty, 5 Year Parts & 2 Years Labor. Add for Gas, Flu & Electrical Circuit if needed.	2.00	\$3,234.20	\$3,072.49	\$6,144.98
504740 D	Add'l Dual Wall Flue per foot: Add'l Dual Wall Flue per foot	2.00	\$54.33	\$51.61	\$103.22
22255	A Title 24 Requirements: Title 24 Requirements	1.00	\$475.00	\$451.25	\$451.25

* If customer misses any scheduled testing
appointment they will be financially
responsible for any additional cost associated
for the missed appointment.

MEMBER SAVINGS	\$352.61
SUB-TOTAL	\$6,798.45
TAX	\$0.00
CONTRACT PRICE	\$6,798.45
BALANCE DUE	\$6,798.45

Thank You for Choosing Ongaro and Sons

CONTRACT PRICE: \$6,798.45
APPROXIMATE START DATE: 10/16/2020
APPROXIMATE COMPLETE DATE: 10/16/2020

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

DOWNPAYMENT

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

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

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

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

For more information:

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

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

CUSTOMER AUTHORIZATION

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

Sign here

Date

ADDITIONAL TERMS AND CONDITIONS

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

2. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications. If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like. The permit, which aforementioned is to be obtained by the contractor, only includes the scope of work as described in the contract; meaning this contract does not include any additional work required by the local jurisdiction to bring the home up to code, including but not limited to; smoke/co detectors, fixtures or appliances, existing structural violations or limitations, plumbing or HVAC system not related to the work described in the contract, or any open permit issues.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.

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

Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

6. Insurance and Deposits. Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear: should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

7. Right to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. Limitations. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

10. Validity and Damages. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials. Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. The parties acknowledge that the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, requires special procedures, precautions, and/or licenses. Therefore, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work. The Contract Term setting forth the time for completion of the project may be delayed by the need for such remedial work. Owner agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination.

12. Standards of Materials and Workmanship. Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.

13. Interest: Overdue payments will bear interest at the rate of 1 1/2% per month (18% per annum).

14. Changes in the Work. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 30% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work.

Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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

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

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

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

STATUTORY NOTICES

Information about the Contractors' State License Board (CSLB)

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

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

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

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

MECHANICS LIEN WARNING

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

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

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

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

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

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

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

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

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

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

Notice of Cancellation

Date of transaction _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller doesn't pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send by emailing, mailing, faxing or hand delivery to Ongaro & Sons Inc. at 2995 Dutton Ave, Santa Rosa, CA 95407 no later than midnight three days from

I hereby cancel this transaction _____

Buyers Signature



Ongaro and Sons

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

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

Lic. # 215233

BILL TO

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

ESTIMATE 89878737	ESTIMATE DATE Oct 16, 2020
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Home Improvement Contract
 License #215233

JOB ADDRESS

Inverness Public Utility District (Firehouse)
 50 Inverness Way
 Inverness, CA 94937 USA

Job: 69015

Technician: Mark Ross

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

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

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

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

PPHVACPPHVAC:	AC & Heating Combo	1.00	\$198.00	\$198.00	\$198.00
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Membership with Heating service.

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

Membership with AC service.

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

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

BALANCE DUE

\$12,420.80

Thank You for Choosing Ongaro and Sons

CONTRACT PRICE: \$12,420.80

APPROXIMATE START DATE: 10/16/2020

APPROXIMATE COMPLETE DATE: 10/16/2020

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

DOWNPAYMENT

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

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

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)

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

For more information:

VISIT CSLB's website at www.cslb.ca.gov

CALL CSLB at 1-800-321-CSLB (2752)

WRITE CSLB at P.O. Box 26000, Sacramento, CA 95826

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

CUSTOMER AUTHORIZATION

By signing, I acknowledge that the company has provided me an estimate for the services to be performed in the amount of
\$12,420.80

Sign here

Date

ADDITIONAL TERMS AND CONDITIONS

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

2. Delays. Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of Government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of independent Contractors, or other causes beyond Contractor's reasonable control.

3. Plans and Specifications. If plans and specifications are prepared for this job, they shall be attached to and become a part of the Agreement. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, other utilities, water hook-up charges and the like. The permit, which aforementioned is to be obtained by the contractor, only includes the scope of work as described in the contract; meaning this contract does not include any additional work required by the local jurisdiction to bring the home up to code, including but not limited to; smoke/co detectors, fixtures or appliances, existing structural violations or limitations, plumbing or HVAC system not related to the work described in the contract, or any open permit issues.

4. Subcontracts. The Contractor may subcontract portions of this work to properly licensed and qualified subcontractors.

5. Completion and Occupancy. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If the project passes final inspection by the public body but Owner fails to record Notice of Completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.

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

Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.

6. Insurance and Deposits. Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be a sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured, and to protect Owner, Contractor and his subcontractors and construction lender as their interests may appear: should Owner fail to do so, Contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by disaster, accident or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, any work done by the Contractor rebuilding or restoring the project shall be paid by the Owner as extra work. Contractor shall carry Worker's Compensation Insurance for the protection of Contractor's employees during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's discretion and persons on the job site at Owner's invitation.

7. Right to Stop Work. Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this agreement; Contractor may keep the job idle until all payments due are received. Such failure to make payment, when due, is a material breach of this Agreement.

8. Clean Up. Contractor will remove from Owner's property debris and surplus material created by his operation and leave it in a neat and broom clean condition.

9. Limitations. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.

10. Validity and Damages. In case one or more of the provisions of this Agreement or any application thereof shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions and any other applications shall not in any way be impaired thereby. Any damages for which Contractor may be liable to Owner shall not, in any event, exceed the cash price of this contract.

11. Asbestos, Lead, Mold, and other Hazardous Materials. Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. The parties acknowledge that the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, requires special procedures, precautions, and/or licenses. Therefore, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work. The Contract Term setting forth the time for completion of the project may be delayed by the need for such remedial work. Owner agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination.

12. Standards of Materials and Workmanship. Contractor shall use and install "standard grade" or "builder's grade" materials on the project unless otherwise stated in the Scope of Work, the plans, and/or specifications provided to Contractor prior to the execution of this Agreement. Unless expressly stated in the Scope of Work, Contractor shall have no liability or responsibility to restore or repair the whole or any part of the premises affected by the work of Contractor to be performed herein or by any subsequently agreed-upon change order, including as an illustration and not as a limitation, any landscaping, sprinkler system, flooring and carpet, wall coverings, paint, tile, or decorator items.

13. Interest: Overdue payments will bear interest at the rate of 1 1/2% per month (18% per annum).

14. Changes in the Work. Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of all labor, equipment, subcontracts and materials, plus a Contractor's fee of 30% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed.

Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work.

Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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

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

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

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

STATUTORY NOTICES

Information about the Contractors' State License Board (CSLB)

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

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

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

For more information:

Visit CSLB's Internet Web site at www.cslb.ca.gov

Call CSLB at 800-321-CSLB (2752)

Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

MECHANICS LIEN WARNING

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

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

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

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

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

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

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

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

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

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

Notice of Cancellation

Date of transaction _____

You may cancel this transaction, without any penalty or obligation, within three business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller doesn't pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send by emailing, mailing, faxing or hand delivery to Ongaro & Sons Inc. at 2995 Dutton Ave, Santa Rosa, CA 95407 no later than midnight three days from

I hereby cancel this transaction _____

Buyers Signature



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 11

Board Meeting Calendar 2021



INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT & WATER SYSTEM

POST OFFICE BOX 469

INVERNESS, CA 94937 – 0469

WWW.INVERNESSPUD.ORG

50 INVERNESS WAY No. ☎ (415) 669-1414 ☎ FAX (415) 669-1010 ☎ ADMIN@INVERNESSPUD.ORG

NOTICE OF 2021 MEETING SCHEDULE

Notice is hereby given that the Regular Meetings of the Board of Directors of the Inverness Public Utility District for the year 2021 are scheduled for the following dates:

January 27

February 24

March 24

April 28

May 26

June 23

July 28

August 25

September 22

October 27

November 17 (moved up one week for

Thanksgiving) December 15 (moved up one week for
Christmas)

Note: All meetings are scheduled for the fourth Wednesday of the month, except for November and December. Meetings are held at the Inverness Firehouse, 50 Inverness Way North, Inverness at 9:00 a.m. Any changes from this schedule will be duly noticed.

ATTEST:

Shelley L Redding, Clerk of the Board

Date: _____

Distribution:

Directors (5)

Staff (5)

Press (1)

Copies posted locally (3)

Copies available to the public (on request)

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



SHELLEY REDDING, ADMINISTRATOR

JAMES K. FOX, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 12

Committee Reports

Personnel Committee

- **Appointment of Personnel Committee**
- **Recruitment Plan for Fire Chief**
- **Job Posting Draft**



Inverness Public Utility District

Board Agenda Item Staff Report

Subject: Fire Chief Recruitment Plan
Meeting Date: November 18, 2020
Date Prepared: November 12, 2020
Prepared by: Shelley Redding
Attachments: Fire Chief Recruitment Plan DRAFT; Fire Chief Job Posting DRAFT

Recommended Action: Informational for discussion purposes

The recruitment for the position of Fire Chief is being initiated with the attached draft of the Fire Chief Recruitment Plan. The first part of the plan is the Job Posting.

The position of the Fire Chief has taken on more significance in the past few years with the increased wildfire threats, the need for active mitigation efforts and increased awareness by the residents in the community for preparedness activities. Additionally, the position requires that the District be represented by participating in County-wide efforts with both the MERA Operations and the MWPA Operations.

The recruitment plan requires some analysis of a combination of salary considerations with housing considerations. The draft of the job postings is currently being drafted with assistance from the Personnel Committee.

INVERNESS PUBLIC UTILITY DISTRICT FIRE CHIEF RECRUITMENT

October 16, 2020

1. High-Level Timeline/Schedule

i *The process is estimated to take up to 5 months to perform a salary survey, develop the job description and recruitment packet, strategize the recruitment, and hire the replacement. It is desired to have the new Fire Chief hired to train with Chief Fox Starting in April, in preparation for the new fire season.*

Overview

2. Department Needs

i *The Department also requires the recruit to reside in the West Marin region. The Department needs a firefighting professional that has experience with wildland urban interface firefighting, volunteer engagement and training, budgeting, equipment inventory management, community engagement and inter-agency representation.*

3. Job Description

i *The job description will be developed utilizing previous versions of the job description, reviewing other similar agency job descriptions, salaries and benefits. The Personnel Committee will be asked for input on position priorities, salary, benefits and housing.*

The District may need to be proactive with residents for a housing solution.

- Contact homeowners about rental availability
- Contact CLAM about housing assistance
- District real estate purchase? Lease?

4. Develop Training Plan

i *Identify training priorities and timeline and create a calendar for applicant.*

5. Recruitment Plan

i *Contact the local firefighting community and resources; send job description with personalized letter. Utilize advertising locally and in specific trade publications online (CSDA).*

6. Review Candidates

- i** 1. *High Level Applicant Review: Schedule a time for review, remove unqualified applicants*
- 2. *Rating and Ranking Process with Personnel Committee.*

7. Schedule Interviews

- i** *Create an interview schedule with applicants and interviewers.*

8. Conduct Phone Screening

- i** *Contact listed references for top applicants*

9. Job Offer

- i** *Create a job offer letter and, upon acceptance, present a hire packet.*

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Name	Title	Date



Inverness Public Utility District
50 Inverness Way
P.O. Box 469
Inverness, CA 94937
415 669 1414
admin@invernesspud.org

The Inverness Public Utility District is currently recruiting qualified applicants for the position of Fire Chief. This position reports to the District Administrator and the Board of Directors consisting of five elected members and is responsible for the day-to-day operational and administrative duties of the Fire Department. The most significant part of the Chief's duties is administrative.

The Inverness Public Utility District provides water and fire protection, emergency medical care, and disaster management to the community of Inverness. The size of the District is approximately two and a half square miles, reaching from Dream Farm Road off of Sir Francis Drake Blvd to the south and the area of Seahaven which borders the Tomales Bay State Park to the North, to the east it borders the western shores of Tomales Bay and to the west is surrounded by the Point Reyes National Seashore. The Inverness Volunteer Fire Department serves a resident population of approximately 1,400 people, as well as thousands of visitors to the beaches and trails within the District and responds to over 150 emergency calls a year. The District is located entirely within the Wildland Urban Interface with a mix of residential and commercial structures. In addition to emergency response, the district has an active education and prevention program.

The District employs a paid Fire Chief and has 20 volunteer firefighters, some of whom are certified Emergency Medical Technicians. The Department has a mutual Aid Agreement with the Marin County Fire Department and the Department's rescue/command vehicle responds 24 hours a day, seven days a week, by either the Chief or a qualified volunteer Duty Officer.

Education/Training

- High School diploma or equivalent.
- A Bachelor's degree from an accredited college or university with major course work in any two of the following is highly desirable, but not required:
 - fire science
 - fire administration
 - public administration (or a related field)

Qualifications and Requirements

Any combination equivalent to education and experience that would likely provide the required

POSITION ANNOUNCEMENT – FIRE CHIEF

knowledge and abilities would be qualifying. A typical combination is:

A minimum of 7 years of recent experience in all major functions of a fire department including 3 years in a responsible supervisory management position. Experience with volunteer fire fighter supervision, recruitment, retention and assessment is highly desirable.

- Knowledge of:
 - Supervisory, fire suppression and medical response principles, techniques, and strategies
 - Communication technologies
 - Applicable state and federal laws, codes, and regulations
 - Safety practices and precautions pertaining to training and work
 - Administrative experience managing budgets, personnel, drafting reports, reviewing development plans and enforcing state codes and standards
- Certifications:
 - CSFM Certifications highly desirable in the following:
 - Firefighter 1 Certification
 - Driver/Operator Pump Certification or another approved course.
 - Company Officer Training Program.
 - Emergency Medical Technician
 - Valid California Driver's License with Firefighter Endorsement or the ability to secure endorsement within three months of hire date
- Residence within the boundaries of the Point Reyes area of West Marin within three months of appointment.

The District reserves the right, in its sole discretion, to waive any requirement and/or substitute equivalencies.

DUTIES INCLUDE: Working under the policy guidance of the Board of Directors, is responsible for all supervisory activities involving fire personnel, fire equipment, fire prevention, suppression, hazardous materials, emergency preparedness, code enforcement and inspection and emergency medical response. The Chief responds to incidents as needed and as available and assumes command, as necessary. The Chief is responsible for the day-to-day administrative duties of the Fire Department, including preparing and consulting on the District budget, drafting letters and reports for the Board of Directors and representing the District's interests at community meetings and meetings with surrounding agencies and organizations; and work in cooperation with the District Administrator.

SALARY RANGE: The position will be a salaried, exempt position. The salary range will be determined based on experience and qualifications.

EMPLOYMENT BENEFITS:

- Health Insurance – Medical paid 100% by District for both employee and eligible dependents.

POSITION ANNOUNCEMENT – FIRE CHIEF

- Dental & Vision plan available for employee and dependents, a portion of the premiums are employee's responsibility
- Retirement – Inverness Public Utility District contracts with the California Public Retirement System, 2%@57, with employee portion paid 100% by District.
- 457 Deferred Compensation Plan available for participation, 100% paid by employee
- Vacation – Equivalent to two weeks for the first two years
- Sick leave - Equivalent to two weeks
- Uniform allowance - \$500.00

APPLICATION DEADLINE: A resume and cover letter are due by February 18, 2021 by mail or e-mail to admin@invernesspud.org.

SELECTION PROCESS: Qualified applicants that best meet the needs of the District will be invited to participate in the next step of the selection process. The interview and selection process will take place in March 2021 time frame.

PRIOR TO APPOINTMENT: The candidate will successfully pass a background investigation and provide residency verification within three months of appointment.



Inverness Public Utility District
Board Meeting November 18, 2020

Agenda Item No. 13

Announcements,

Next Meeting,

Adjournment