



**NORTH MARIN WATER DISTRICT**  
**AGENDA - REGULAR MEETING**  
 January 15, 2019 – 6:00 p.m.  
 District Headquarters  
 999 Rush Creek Place  
 Novato, California

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Est. Time	Item	Subject
6:00 p.m.	<b>CALL TO ORDER</b>	
	1.	<b>APPROVE MINUTES FROM SPECIAL MEETING</b> , January 8, 2019
	2.	<b>GENERAL MANAGER'S REPORT</b>
	3.	<b>OPEN TIME: (Please observe a three-minute time limit)</b>  This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
	4.	<b>STAFF/DIRECTORS REPORTS</b>
	5.	<b>MONTHLY PROGRESS REPORT w/ Customer Service Questionnaire</b>
	<b>CONSENT CALENDAR</b>  The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.	
	6.	<b>Consent – Approve:</b> Consulting Services Agreement Amendment with Chris DeGabriele
	<b>ACTION CALENDAR</b>	
	7.	<b>Approve:</b> Consulting Engineering Services Agreement – Stafford Water Treatment Plant Process Efficiency Study
	8.	<b>Approve:</b> Salary Schedules and Successor Memorandum of Understanding with NMWD Employee Association (2018-2023)
	<b>INFORMATION ITEMS</b>	
	9.	AMI Opt-Out Options – 22 Aronia Lane
	10.	Annual Report on Board Compensation
	11.	AMI Project Progress Report
	12.	PRE Tank 4A Replacement
	13.	NBWA Update – January 11, 2019

All times are approximate and for reference only.

The Board of Directors may consider an item at a different time than set forth herein.

(Continued)

Est. Time	Item	Subject
	14.	<b>MISCELLANEOUS</b> Disbursements – Dated January 10, 2019 National Weather Service Precipitation Probability Map – January 2019 One Month Outlook Damage to 18-inch Zone 1 Steel Water Main at San Marin Drive and Novato Blvd. Russian River Watershed Map and Current Lake Mendocino and Lake Sonoma Storage Graphs Department of Water Resources Letter -Novato Creek Dam, No. 88 –New Inundation Map Requirement for Spillway Oceana Marin Association Agenda – January 12, 2019  <u>News Articles:</u> How hydropower plant sale could affect Marin – POTTER VALLEY
7:00 p.m.	15.	<b>ADJOURNMENT</b>

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DRAFT  
NORTH MARIN WATER DISTRICT  
MINUTES OF SPECIAL MEETING  
OF THE BOARD OF DIRECTORS  
January 8, 2019

**CALL TO ORDER**

President Baker called the special meeting of the Board of Directors of North Marin Water District to order at 6:02 p.m. at the District Headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, Michael Joly, James Grossi, and Stephen Petterle. Also present were General Manager Drew McIntyre, District Secretary Terrie Kehoe, and Auditor-Controller Julie Blue. Chief Engineer Rocky Vogler was absent.

In the audience was District employee Jeff Corda, Employee Association Chairman.

**MINUTES**

On motion of Director Petterle, seconded by Director Fraites the Board approved the minutes from the December 18, 2018 meeting as presented by the following vote:

AYES: Director Baker, Fraites, Grossi, Joly and Petterle

NOES: None

ABSTAIN: None

ABSENT: None

Director Petterle recommended that, in the future, regular meeting minutes should not be scheduled for approval at a special meeting.

**OPEN TIME**

President Baker asked if anyone in the audience wished to bring up an item not on the agenda and there was no response.

**ACTION CALENDAR**

**HUMAN RESOURCES CONSULTING AGREEMENT**

Under Action Items, Ms. Blue requested approval from the Board to authorize the General Manager to enter a Human Resources Consulting Agreement with Darlene Rhodes. She noted that the position of the Accounting/HR Supervisor is still vacant. Ms. Blue added that the objective of the consulting services agreement is to provide assistance for current HR matters and to help assess the actual HR needs of the District before the vacant position is filled. Director Baker asked if this agreement was on an as needed basis and added that he did not feel that the size of the District

1 warranted a full time HR Supervisor. Ms. Blue responded that the agreement is only for services as  
2 requested by the District on task by task bases and added that the consultant's input will be valuable  
3 for obtaining a better understanding of future HR needs. Mr. McIntyre added that he believes that  
4 Ms. Blue is doing the right thing to review the current Accounting/HR Supervisor job description from  
5 her new perspective as Auditor-Controller before moving forward with filling the position.

6 On the motion of Director Petterle, and seconded by Director Fraites the Board moved to  
7 approve authorization for the General Manager to enter into a Human Resources Consulting  
8 Agreement with Darlene Rhodes by the following vote:

9 AYES: Director Baker, Fraites, Grossi, Joly, Petterle

10 NOES: None

11 ABSTAIN: None

12 ABSENT: None

13 **INFORMATION ITEMS**

14 **INITIAL REVIEW –SALARY SCHEDULES AND SUCCESSOR MEMORANDUM OF**  
15 **UNDERSTANDING WITH NMWD EMPLOYEE ASSOICATION (2018-2023)**

16 Under Information Items, Ms. Blue presented the Initial Review of the Salary Schedules and  
17 Successor Memorandum of Understanding with the NMWD Employee Association. Ms. Blue noted  
18 that the new MOU will come back to the Board at the January 15<sup>th</sup> Board Meeting for approval. Mr.  
19 McIntyre also reminded the Board that in 2015 the District responded to a Grand Jury request  
20 regarding labor negotiation transparency and agreed that future labor agreements would be placed  
21 on two consecutive board meeting agendas. He added that the 2015 Grand Jury response letter  
22 also indicated that the District would utilize an independent lead labor negotiator when appropriate,  
23 which is what was done for the current negotiation process using Wiley, Price and Radulovich.  
24 Director Joly inquired as to the outcome of the Employee Association vote. Jeff Corda, EA  
25 Chairman responded about 94% were in favor and 6% against.

26 **TECHNICAL ADVISORY COMMITTEE MEETING – DECEMBER 3, 2018**

27 Mr. McIntyre provided highlights of the meeting. He announced that Sonoma County, under  
28 SCWA management, has recently launched Sonoma OneRain which is similar to Marin County's  
29 OneRain system. This OneRain system provides real-time rainfall, river-stream and reservoir data.  
30 He also noted that the Agency received good news from the U.S. Army Corps of Engineers that the  
31 proof-of-concept demonstration project for Forecast Informed Reservoir Operation has resulted in  
32 the Corps approving a request to store up to 11,650 ac-ft. of additional water in Lake Mendocino

1 above the historical maximum wintertime flood pool elevation for the 2019 water year. Mr. McIntyre  
2 also gave an update on the Potter Valley Relicensing Project and Sonoma County Board of  
3 Supervisors recently adopted resolution in support of a two-basin solution that protects fisheries and  
4 water supplies in both the Eel and Russian River watersheds. There was a general discussion  
5 regarding water storage levels in both Lake Sonoma and Lake Mendocino. Director Baker  
6 requested that in the future it would be helpful to have some maps to show locations of these two  
7 respective reservoirs within the watershed.

#### 8 **MISCELLANEOUS**

9 The Board received the following miscellaneous items: Disbursements – Dated December  
10 20, 2018, Disbursements – Dated December 27, 2018, Disbursements – Dated January 3, 2019,  
11 and SWRCB Water Loss Standards Comment Letter.

12 There was a general discussion regarding the state's new 2018 Water Use legislation that  
13 creates new urban efficiency standards for indoor residential use, outdoor residential irrigation use  
14 and water lost to leaks. Mr. McIntyre noted that the Water Loss Standards comment letter pertained  
15 to the development of a state water loss standard by July 2020 and that full implementation of the  
16 new legislation water use objectives is slated for 2023. Director Baker commented that some of  
17 our customers will not be happy with the restrictions. Mr. McIntyre responded that the new water  
18 use legislation does not impose individual mandates for homeowners or businesses but will fall on  
19 the District, as a whole, for compliance.

20 The Board received the following news articles; Las Gallinas set for \$49M sewage  
21 treatment upgrade; Supervisors OK Disputed water tank – INVERNESS; New fire lookout cameras  
22 installed – MARIN; Novato to fill key posts by end of January – DEPARTMENT HEADS; and ACWA  
23 Gears Up for 2019-20 Legislative Session.

#### 24 **ADJOURNMENT**

25 President Baker adjourned the meeting at 6:33 p.m.

26 Submitted by

27  
28  
29 Theresa Kehoe

30 District Secretary  
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**NORTH MARIN WATER DISTRICT**  
**MONTHLY PROGRESS REPORT FOR *December 2018***  
January 15, 2018

**Item #5**

1.

**Novato Potable Water Prod\* - RR & STP Combined - in Million Gallons - FYTD**

Month	FY18/19	FY17/18	FY16/17	FY15/16	19 vs 18 %
July	341.1	331.0	310.3	227.2	3%
August	300.9	303.0	299.6	235.2	-1%
September	255.0	292.4	302.3	210.0	-13%
October	265.6	273.7	202.8	298.6	-3%
November	170.1	163.9	143.8	145.4	4%
December	157.8	152.1	147.6	145.1	4%
FYTD Total	1,490.5	1,516.0	1,406.3	1,261.6	-2%

**West Marin Potable Water Production - in Million Gallons - FY to Date**

Month	FY18/19	FY17/18	FY16/17	FY15/16	19 vs 18 %
July	10.4	9.5	7.9	6.6	10%
August	10.2	8.8	7.4	7.0	16%
September	9.7	8.4	6.4	6.4	17%
October	8.4	7.9	5.2	6.5	7%
November	7.4	5.4	4.2	4.7	37%
December	5.8	5.1	3.7	3.9	14%
FYTD Total	52.1	45.0	34.8	35.2	16%

**Stafford Treatment Plant Production - in Million Gallons - FY to Date**

Month	FY18/19	FY17/18	FY16/17	FY15/16	19 vs 18 %
July	78.6	112.6	69.9	107.6	-30%
August	79.3	81.5	90.4	79.4	-3%
September	60.5	122.7	96.9	38.3	-51%
October	74.5	102.3	93.9	49.5	-27%
November	0.0	53.6	63.8	58.3	-
December	0.0	0.0	0.0	0.0	-
FYTD Total	292.9	472.6	415.0	333.0	-38%

**Recycled Water Production\* \*- in Million Gallons - FY to Date**

Month	FY18/19	FY17/18	FY16/17	FY15/16	19 vs 18 %
July	30.0	27.7	27.1	21.3	8%
August	30.6	26.1	26.0	26.2	17%
September	33.5	25.0	23.5	15.7	34%
October	20.1	19.1	8.3	15.8	5%
November	12.7	2.5	1.2	3.2	406%
December	1.5	0.8	0.4	0.8	85%
FYTD Total*	128.3	101.2	86.5	83.0	27%

\*Corrected July- September water delivery data to use SCWA billing meter records not process flow meter records.

\*\*Excludes potable water input to the RW system: FY19=19.8 MG; FY18=15.35MG; FY17=1.4MG; FY16=7.4MG

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2. **Stafford Lake Data**

	December Average	December 2017	December 2018
Rainfall this month	5.28 Inches	0.05 Inches	2.37 Inches
Rainfall this FY to date	10.26 Inches	3.78 Inches	8.69 Inches
Lake elevation*	183.9 Feet	179.9 Feet	178.5 Feet
Lake storage**	635 MG	462 MG	412 MG

\* Spillway elevation is 196.0 feet

\*\* Lake storage less 390 MG = quantity available for delivery

### Temperature (in degrees)

	Minimum	Maximum	Average
December 2017 (Novato)	36	78	55
December 2018 (Novato)	40	73	55

### 3. Number of Services

December 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY19	FY18	Incr %	FY19	FY18	Incr %	FY19	FY18	Incr %	FY19	FY18	Incr %
Total meters installed	20,742	20,778	-0.2%	96	56	71.4%	790	789	0.1%	-	-	-
Total meters active	20,529	20,555	-0.1%	93	53	75.5%	782	781	0.1%	-	-	-
Active dwelling units	24,069	24,012	0.2%	-	-	-	832	831	0.1%	234	234	0.0%

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### 4. Oceana Marin Monthly Status Report (December)

Description	December 2017	December 2018
Effluent Flow Volume (MG)	0.397	0.565
Irrigation Field Discharge (MG)	0.473	0.895
Treatment Pond Freeboard (ft)	6.8	8.9
Storage Pond Freeboard (ft)	8.4	8.3

### 5. Developer Projects Status Report (December)

Job No.	Project	% Complete	% This month
1.2784.00	Novato Village (801 State Access)	98	0
1.2817.01	College of Marin – Admin Bldg. 11	99	0
1.2817.02	College of Marin – Organic Farm	50	20

### District Projects Status Report - Const. Dept. (December)

Job No.	Project	% Complete	% This month
1.660.89	STP Clearwells Coating	40	30
1.6112.24	Lynwood Pump Station MCC	15	5

### Employee Hours to Date, FY 18/19

As of Pay Period Ending December 31, 2018

Percent of Fiscal Year Passed = 50%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	241	1,400	17%	Construction	1288	4,654	28%
Engineering	429	1,404	31%	Engineering	1076	3,370	32%

### 6. Safety/Liability

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Industrial Injury with Lost Time				Liability Claims Paid		
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)	
FY 19 through December	6	\$2,160	1	1	6	\$7,776
FY 18 through December	54	\$26,472	3	2	1	\$966

Days without a lost time accident through December, 2018 92 Days

## 7. Energy Cost

FYE	kWh	December		Fiscal Year-to-Date thru December		
		¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
2019 Stafford TP	32,755	19.8¢	\$217	355,788	20.1¢	\$389
Pumping	63,293	21.3¢	\$450	663,964	20.7¢	\$741
Other*	38,081	22.1¢	\$280	282,946	25.4¢	\$389
	134,129	21.2¢	\$947	1,302,698	21.5¢	\$1,519
2018 Stafford TP	40,946	19.7¢	\$261	351,349	19.5¢	\$372
Pumping	75,343	20.3¢	\$478	827,115	21.2¢	\$963
Other*	37,998	19.1¢	\$234	268,000	25.6¢	\$379
	154,287	19.8¢	\$957	1,446,464	21.6¢	\$1,714
2017 Stafford TP	35,699	19.2¢	\$221	337,450	18.9¢	\$347
Pumping	58,845	20.2¢	\$396	710,333	20.3¢	\$793
Other*	36,705	21.4¢	\$262	252,218	25.5¢	\$355
	131,249	20.3¢	\$887	1,300,001	21.0¢	\$1,495

\*Other includes West Marin Facilities

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## 8. Water Conservation Update

	Month of December 2018	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	13	68	3950
Retrofit Certificates Filed	12	94	6164
Cash for Grass Rebates Paid Out	1	10	913
Washing Machine Rebates	2	7	6788
Water Smart Home Survey	6	165	3371

## 9. Utility Performance Metric

<b>SERVICE DISRUPTIONS (No. of Customers Impacted)</b>	<b>December 2018</b>	<b>December 2017</b>	<b>Fiscal Year to Date 2018</b>	<b>Fiscal Year to Date 2017</b>
<b>PLANNED</b>				
Duration Between 0.5 and 4 hours	3	8	41	245
Duration Between 4 and 12 hours			83	11
Duration Greater than 12 hours				
<b>UNPLANNED</b>				
Duration Between 0.5 and 4 hours	6	35	35	53
Duration Between 4 and 12 hours		82		88
Duration Greater than 12 hours	1		1	
<b>SERVICE LINES REPLACED</b>				
Polybutylene	7	5	60	54
Copper (Replaced or Repaired)	0	3	5	7

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders December 2018

1/8/2019

Type	Dec-18	Dec-17	Action Taken December 2018
<b><u>Consumers' System Problem</u></b>			
Service Line Leaks	42	9	Notified Consumer
House Valve / Meter Off	3	6	Notified Consumer
Nothing Found	13	12	Notified Consumer
High Pressure	4	0	Pressure @ 105 PSI. Failed PRV. Pressure @ 95 PSI w/ 60 lb drop. Failed PRV. Pressure @ 100+ PSI. Failed PRV. Pressure @ 100 PSI. Failed PRV.
<b>Total</b>	<b>62</b>	<b>27</b>	
<b><u>Service Repair Reports</u></b>			
Meter Replacement	3	0	Replaced
Box and Lids	1	0	Replaced
Water Off/On Due To Repairs	11	6	Notified Consumer
Misc. Field Investigation	5	0	Notified Consumer
<b>Total</b>	<b>20</b>	<b>6</b>	
<b><u>Leak NMWD Facilities</u></b>			
Main-Leak	1	1	Repaired
Service- Leak	6	10	Repaired
Fire Hydrant-Leak	2	2	Repaired
Washer Leaks	1	5	Repaired
<b>Total</b>	<b>10</b>	<b>21</b>	
<b><u>High Bill Complaints</u></b>			
Consumer Leaks	5	8	Notified Consumer
Meter Testing	1	0	Notified Consumer
Meter Misread	5	4	Notified Consumer
Nothing Found	12	21	Notified Consumer
Excessive Irrigation	2	0	Notified Consumer
<b>Total</b>	<b>25</b>	<b>33</b>	
<b><u>Low Bill Reports</u></b>			
Meter Misread	1	0	Notified Consumer
<b>Total</b>	<b>1</b>	<b>0</b>	
<b><u>Water Quality Complaints</u></b>			
Taste and Odor	2	1	<b>Customer reported smokey and smelly water. (Andreas Cir.)</b> Measured chlorine and was normal for NMWD supply. No bad odor detected. Customer was notified of results. <b>Customer reported chemical taste in water. (Montego Ky.)</b> Measured chlorine and was normal for NMWD supply. Ice machine had stale old ice odor in it. Customer was notified.
<b>Total</b>	<b>2</b>	<b>3</b>	
<b>TOTAL FOR MONTH:</b>	<b>120</b>	<b>90</b>	<b>33%</b>
<b><u>Fiscal YTD Summary</u></b>			
Consumer's System Problems	484	224	116%
Service Repair Report	156	61	156%
Leak NMWD Facilities	128	121	6%
High Bill Complaints	204	371	-45%
Low Bills	2	1	100%
Water Quality Complaints	19	21	-19%
<b>Total</b>	<b>993</b>	<b>799</b>	<b>24%</b>
<b><u>Change Primarily Due To</u></b>			
			Increase In Service Line Leaks
			Increase In Misc. Field Investigation
			Increase In Meter Leaks
			Decrease In Nothing Found
			Increase in Meter Misread
			Decrease In Other

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders December 2018

1/8/2019

Type	Dec-18	Dec-17	Action Taken December 2018
<b><u>"In House" Generated and Completed Work Orders</u></b>			
<b><u>Check Meter:</u></b> possible consumer/District leak, high bill, flooded, need read, etc.	133	305	
<b><u>Change Meter:</u></b> leaks, hard to read	15	8	
<b><u>Replace Boxes/Lids</u></b>	2	2	
<b><u>Hydrant Leaks</u></b>	2	0	
<b><u>Trims</u></b>	2	19	
<b><u>Dig Outs</u></b>	18	73	
	<b>172</b>	<b>408</b>	

### Bill Adjustments Under Board Policy:

#### December 18 vs. December 17

Dec-18	26	\$8,441
Dec-17	22	\$8,817

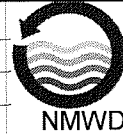
#### Fiscal Year vs Prior FY

18/19 FY	203	\$60,950
17/18 FY	235	\$100,572

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# Customer Service Questionnaire Quarterly Report

Quarter Ending 12/31/18



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	Response		
Water Quality	Agree	Neutral	Disagree
Courteous & Helpful	2		
Accurate Information	2		
Prompt Service	2		
Satisfactorily Resolved	2		
Overall Experience	2		
	10	0	0

	Agree	Neutral	Disagree
<b>Leak</b>			
Courteous & Helpful	44		1
Accurate Information	42	3	1
Prompt Service	43	3	
Satisfactorily Resolved	39	3	3
Overall Experience	41	4	
	209	13	5

	Agree	Neutral	Disagree
<b>Billing</b>			
Courteous & Helpful	3		
Accurate Information	3		
Prompt Service	4		
Satisfactorily Resolved	3		
Overall Experience	3		
	16	0	0

	Response		
Pressure	Agree	Neutral	Disagree
Courteous & Helpful	3		
Accurate Information	3		
Prompt Service	2	1	
Satisfactorily Resolved	2	1	
Overall Experience	3		
	13	2	0

	Agree	Neutral	Disagree
<b>Noisy Pipes</b>			
Courteous & Helpful	1		
Accurate Information	1		
Prompt Service	1		
Satisfactorily Resolved		1	
Overall Experience	1		
	4	1	0

	Agree	Neutral	Disagree
<b>Other</b>			
Courteous & Helpful	3		
Accurate Information	2	1	
Prompt Service	2	1	
Satisfactorily Resolved	3		
Overall Experience	2	1	
	12	1	0

<b>Grand Total</b>	264	17	5
	92%	6%	2%

Questionnaires Sent Out	137	100%
Questionnaires Returned	58	42%



# Customer Service Questionnaire Quarterly Report

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Quarter Ending 12/31/18

Customer Comments	Staff Response to Negative Comments	Issues NMWD Should Address In The Future
<b>WATER QUALITY</b>		
Service was prompt & professional.		
<b>PRESSURE</b>		
Excellent.		
<b>BILLING</b>		
Thanks for sending great guy		
I was impressed with the service I got.		
Very helpful info!		
<b>LEAK</b>		
Wonder if new meter was part of the cause for the leak.	Reassured consumer that new meters didn't affect leak but rather notifies about leaks.	
Darrell was very helpful & informative.		
Rich was informative & answered additional questions on the phone for me. Made great recommendations.		
Two service men weren't able to find a leak.	Field reps were able to conclude an irrigation leak thanks to WaterSmart portal.	
Excellent service!		
Great prompt service.		
Rich was amazing, thoughtful & one of the most knowledgable.		
Fast, courteous & clean!		
Staff is professional & courteous.		
Great representatives.		
The whole department did a great job!		
Chris is an exemplary public relations rep for NMWD!		
Excellent communication among every one!		
Needed to have plumber come to find leak.	Reps advised consumer to utilize the online WaterSmart portal.	
<b>OTHER</b>		
Please raise meter box because gopher keep burying it	Construction notified of raising meter box.	

## MEMORANDUM

To: Board of Directors

January 11, 2019

From: Julie Blue, Auditor-Controller  
Nancy Holton, Senior Accountant *JH*

Subj: Auditor-Controller's Monthly Report of Investments for December 2018  
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**RECOMMENDED ACTION:** Information

**FINANCIAL IMPACT:** None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$17,927,095 and a market value of \$17,902,988. During December the cash balance decreased by \$669,167. The market value of securities held decreased \$24,106 during the month. The ratio of total cash to budgeted annual operating expense stood at 102%, down 4% from the prior month.

At December 31, 2018, 37% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 25% in Time Certificates of Deposit, 11% in Federal Agency Securities, 14% in US Treasury Notes, 6% in the Marin County Treasury, and 7% retained locally for operating purposes. The weighted average maturity of the portfolio was 156 days, compared to 158 days at the end of November. The LAIF interest rate for the month was 2.29%, compared to 2.21% the previous month. The weighted average Portfolio rate was 1.98%, compared to 1.99% the previous month.

**NORTH MARIN WATER DISTRICT**  
**AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS**  
**December 31, 2018**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis <sup>1</sup>	12/31/2018 Market Value	Yield <sup>2</sup>	% of Portfolio
<b>LAIF</b>	State of CA Treasury	AA-	Various	Open	\$6,670,972	\$6,656,512	2.29% <sup>3</sup>	<b>37%</b>
<b>Time Certificate of Deposit</b>								
TCD	Morgan Stanley Private Bank	n/a	11/22/17	5/22/19	248,000	248,000	1.60%	1%
TCD	Capital One Bank	n/a	7/19/17	7/19/19	247,000	247,000	1.70%	1%
TCD	Capital One NA	n/a	8/9/17	8/9/19	247,000	247,000	1.70%	1%
TCD	American Express FSB	n/a	9/6/17	9/6/19	247,000	247,000	1.75%	1%
TCD	Goldman Sachs Bank USA	n/a	10/11/17	10/11/19	247,000	247,000	1.70%	1%
TCD	Morgan Stanley Bank	n/a	11/9/17	11/12/19	247,000	247,000	1.75%	1%
TCD	American Express Centurion	n/a	12/5/17	12/5/19	247,000	247,000	1.90%	1%
TCD	Sallie Mae Bank	n/a	1/10/18	1/10/20	247,000	247,000	2.20%	1%
TCD	Discover Bank	n/a	2/13/18	2/24/20	247,000	247,000	2.35%	1%
TCD	Wells Fargo Bank	n/a	3/28/18	3/30/20	248,000	248,000	2.55%	1%
TCD	Citibank	n/a	4/11/18	4/13/20	246,000	246,000	2.55%	1%
TCD	UBS Bank	n/a	5/30/18	6/1/20	249,000	249,000	2.70%	1%
TCD	Enerbank	n/a	6/18/18	5/18/20	249,000	249,000	2.75%	1%
TCD	BMW Bank	n/a	6/15/18	6/15/20	246,000	246,000	2.75%	1%
TCD	Bank of America	n/a	8/15/18	8/17/20	246,000	246,000	2.75%	1%
TCD	Ally Bank	n/a	9/28/18	9/28/20	246,000	246,000	2.80%	1%
TCD	Barclays Bank	n/a	11/14/18	11/16/20	246,000	246,000	3.00%	1%
TCD	CIT Bank	n/a	12/17/18	12/17/20	246,000	246,000	3.00%	1%
					<b>\$4,446,000</b>	<b>\$4,446,000</b>	<b>2.31%</b>	<b>25%</b>
<b>US Treasury Notes</b>								
Treas	1.500%	n/a	1/10/17	2/28/19	1,000,429	998,519	1.24%	6%
Treas	1.380%	n/a	1/10/18	7/31/19	498,569	496,543	1.87%	3%
Treas	2.250%	n/a	7/26/18	3/31/20	996,170	995,703	2.56%	5%
					<b>\$2,495,167</b>	<b>\$2,490,765</b>	<b>1.89%</b>	<b>14%</b>
<b>Federal Agency Securities</b>								
FHLB	1.625% MTN	n/a	11/21/17	6/14/19	\$999,841	\$995,724	1.70%	6%
FFCB	2.00 MTN%	n/a	4/12/18	5/8/19	999,584	998,456	2.24%	6%
					<b>\$1,999,425</b>	<b>\$1,994,180</b>	<b>1.97%</b>	<b>11%</b>
<b>Other</b>								
Agency	Marin Co Treasury	AAA	Various	Open	\$1,013,547	\$1,013,547	0.75%	6%
Other	Various	n/a	Various	Open	1,301,984	1,301,984	0.41%	7%
<b>TOTAL IN PORTFOLIO</b>					<b>\$17,927,095</b>	<b>\$17,902,988</b>	<b>1.98%</b>	<b>100%</b>

Weighted Average Maturity = **156 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit, Treas: US Treasury Notes with maturity of 5 years or less.

FHLB: Federal Home Loan Bank, FFCB: Federal Farm Credit Bank

Agency: STP State Revolving Fund Loan Reserve.

Other: Comprised of 5 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan Account, US Bank FSA Payments Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

1 Original cost less repayment of principal and amortization of premium or discount.

2 Yield defined to be annualized interest earnings to maturity as a percentage of invested funds.

3 Earnings are calculated daily - this represents the average yield for the month ending December 31, 2018.

<b>Interest Bearing Loans</b>		Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
	StoneTree Golf Loan	6/30/06	2/28/24	\$3,612,640	\$1,192,523	2.40%
	Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$1,228,943	1.00%
	Marin Country Club Loan	1/1/18	11/1/27	\$430,463	\$0	2.80%
	Employee Housing Loans (4)	Various	Various	714,200	714,200	Contingent
<b>TOTAL INTEREST BEARING LOANS</b>				<b>\$6,022,598</b>	<b>\$3,135,666</b>	

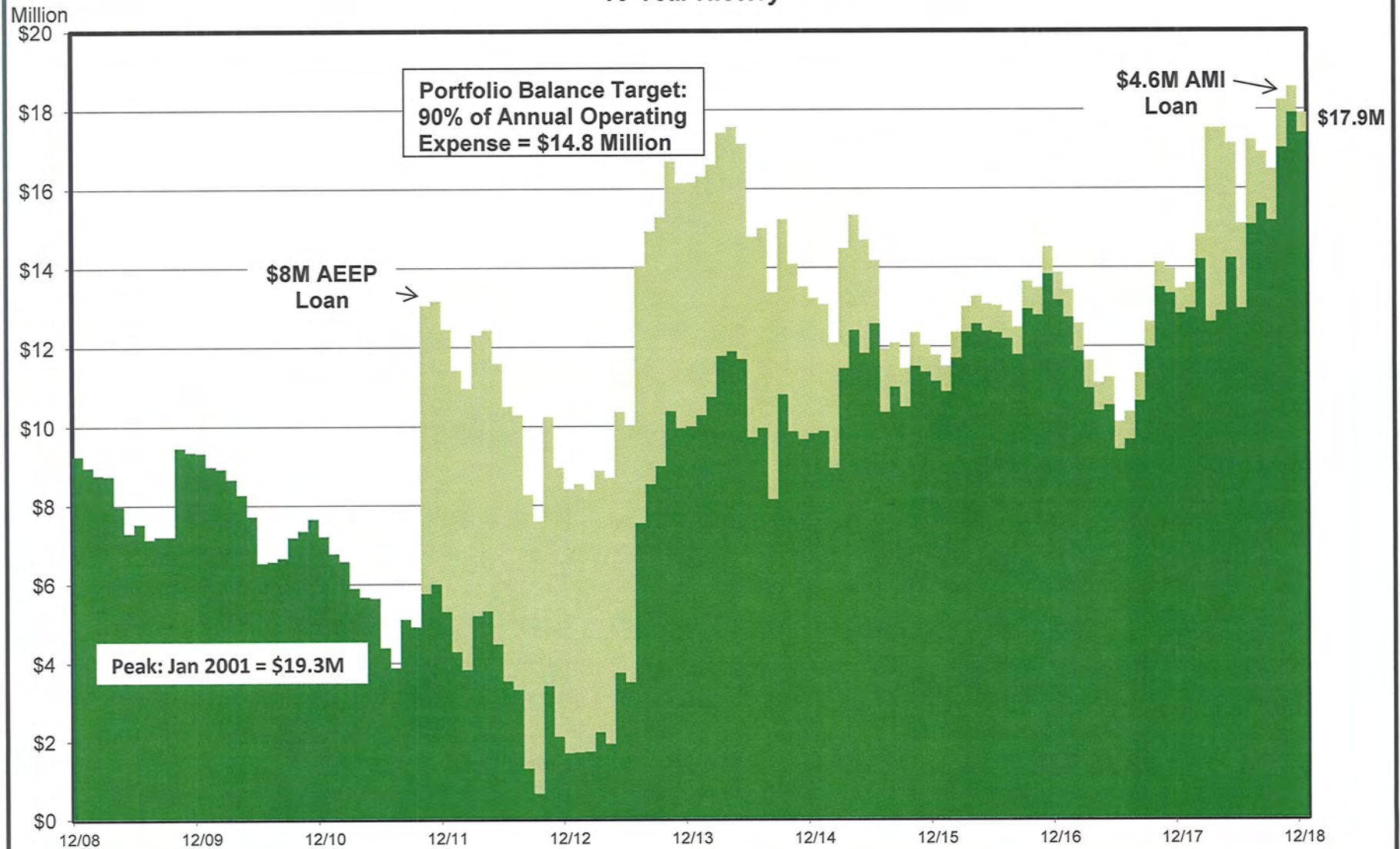
**The District has the ability to meet the next six months of cash flow requirements.**

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1/11/2019

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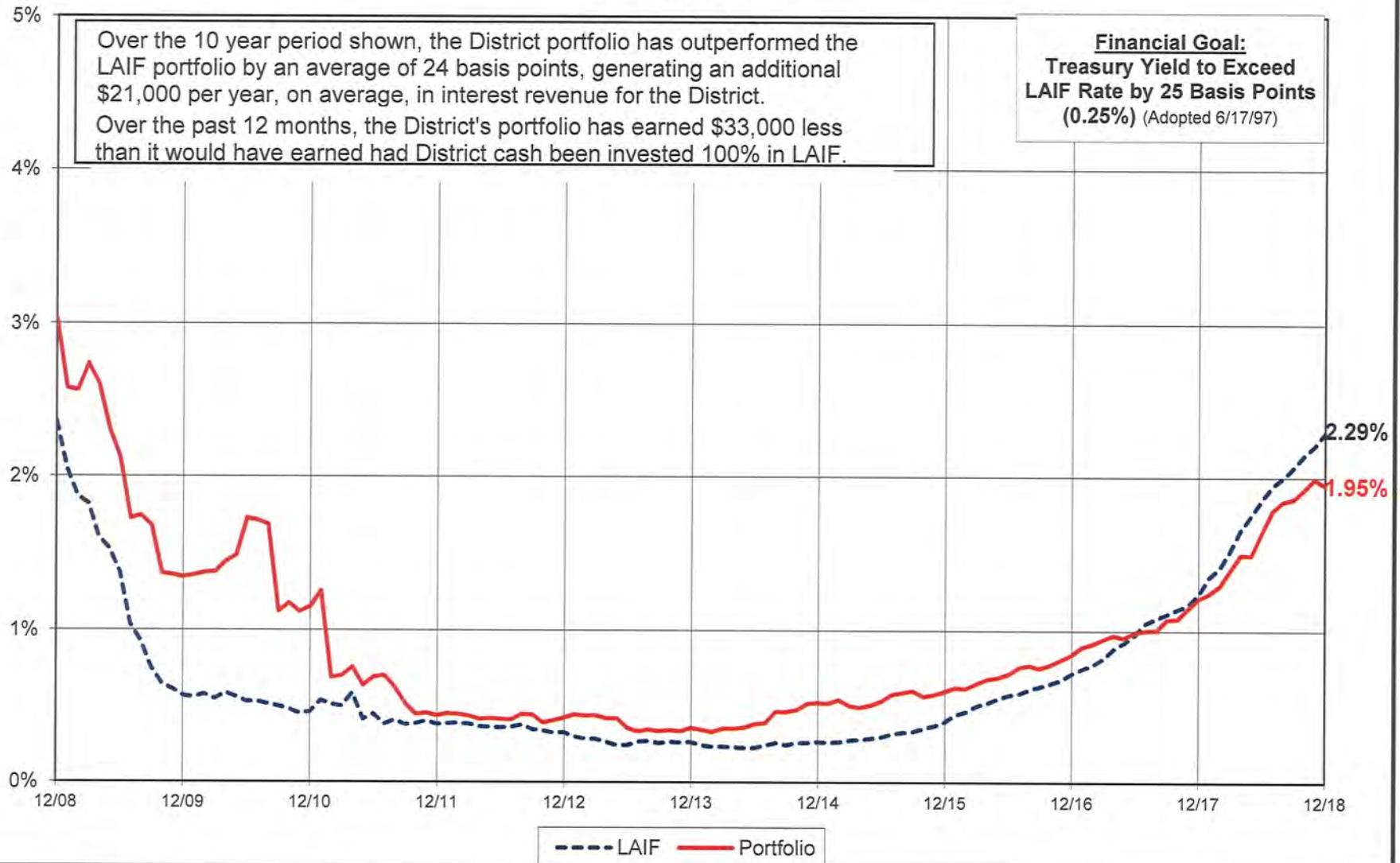
## NMWD Portfolio Balance 10-Year History



1/11/2019

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## NMWD Portfolio Rate of Return State of CA Local Agency Investment Fund vs District Portfolio 10-Year History



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## MEMORANDUM

To: Board of Directors  
 From: Drew McIntyre, General Manager   
 Subject: Consulting Services Agreement Amendment with Chris DeGabriele  
t:\gm\agreements\consultants\bod degabriele consulting service amendment memo 2019.docx

January 11, 2019

**RECOMMENDED ACTION:** Board authorize General Manager to amend Consulting Services Agreement with Chris DeGabriele

**FINANCIAL IMPACT:** Time Extension Only (No additional financial impact above the \$48,000 originally approved December, 2017)

At the December 5, 2017 meeting, the Board approved a \$48,000 Consulting Services Agreement with Chris DeGabriele to provide consulting services as may be required from time to time. Agreements of this nature have been used in the past for individuals who have retired from the District and we have retained their services to tap into their expertise as needed.

The contract ceiling amount approved at the December 2017 was \$48,000 and \$1,776 has been expended to date as summarized below:

NMWD-MMWD Interconnection Agreement re: Backfeeding Stafford Lake	\$ 98
Upper Novato Creek Stream Habitat Assessment	\$1069
SCWA Water Supply issues including Potter Valley Project	<u>\$ 609</u>
Total	\$1,776

The original agreement was for a one year and it is requested that the Board approve a time extension for another year (i.e., through December 2019). Mr. DeGabriele's services may continue be needed in Russian River Water Supply (including the Potter Valley Relicensing Project) and Stafford Lake Water Supply (Novato Creek, Water Rights, and NMFS Coastal Species Recovery Plan) issues. In addition, I want to utilize his services to help move forward with the Office Remodel design phase (which is included in the FY19 budget). The billing rate of \$96 per hour remains unchanged.

**RECOMMENDATION**

Board authorize General Manager to provide a one year time extension amendment to the existing consulting services agreement with Chris DeGabriele.

Approved by GM Date 1/11/19

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## MEMORANDUM

To: Board of Directors  
From: Robert Clark, Operations / Maintenance Superintendent   
Subject: **Approve:** Consulting Engineering Services Agreement - Stafford Water Treatment Plant Process Efficiency Study  
x:\maint sup\2019\boardwestyost 115 engineering consulting services.doc

January 11, 2019

**RECOMMENDED ACTION:** Authorize the General Manager to execute a Consulting Engineering Services Agreement with West Yost Associates.

**FINANCIAL IMPACT:** \$75,000 (Included in FY19 Budget)

Background

Annually the Stafford Treatment Plant is subject to a waste discharge permit to the Novato Sanitary District that limits the discharge amount to 40,000 gallons per day from December through March and 150,000 gpd the remaining months of the year. This sewer discharge limit inhibits operation of the plant during the winter months when it may be desirable for us to operate and treat water that would otherwise spill over the dam spillway. Summer STP operations are also negatively impacted by these sewer discharge limitations. The purpose of the FY19 budgeted "Stafford Water Treatment Plant Process Efficiency Study" is to identify options that will allow expanded runtime operations as well as identify other efficiencies for the Stafford Treatment Plant operations.

Selection Process

Staff requested proposals from four consulting firms – Brown and Caldwell, Kennedy Jenks, Carollo and West Yost. Two of the consultants (Brown and Caldwell, and Carollo) were unable to submit proposals and Kennedy Jenks responded that they would not be able to meet our schedule due to previous staffing commitments. Staff interviewed the proposed West Yost project team and determined that their proposal (attached) met all of our requirements.

After Board approval, West Yost would begin with a review of the District's existing data on Treatment Plant operating history, previous studies including lake water quality, treatment methods and efforts to mitigate the taste and odors. Once this review is complete they will utilize their expertise to develop control and treatment alternatives (including a cost analysis) along with a recommended implementation plan. As part of this effort, the consultant will conduct site visits sufficient to meet the needs of the project.

RECOMMENDATION

That the Board authorize General Manager to execute a Consulting Engineering Services Agreement with West Yost Associates, for an amount not to exceed \$75,000.

# Stafford Water Treatment Plant

## Process Efficiency Improvement Study

NMWD JOB NO. 14060.00 (NMWD revised SOW 11-16-18)

### **West Yost Scope of Work**

North Marin Water District (NMWD) has retained West Yost to review, evaluate and recommend efficiency improvements for the Stafford Water Treatment Plant (STP). The study will consist of a data review, operator interviews and process evaluation. A report with life cycle costs will be developed for the recommended improvements. The detailed scope and budget are provided below.

### **Task 1. Data and Information Review**

West Yost will submit a request for the following information. The District will provide the available information for West Yost's review.:

- STP Operating Permit and Operations Plan (Latest Versions)
- STP design drawings (in pdf format)
- Dept. of Drinking Water (DDW) (and its predecessor agencies') annual inspection reports for 2013 through 2017
- Compliance orders or compliance agreements issued by DDW or its predecessor agencies since 2007 (none exist)
- Novato Sanitary District (NSD) Discharge Permit
- Taste & Odor Report
- Sanitation Survey (Latest Version)
- SPH and Associates Wash Water Disposal Report
- NMWD's source water, treated water, and recycle water quality data and water production (in an Excel format) for 2013 through 2017, as well as operating data from periods during the past 20 years identified by NMWD staff that represent unusual challenging conditions. Water quality data will include:
  - Source water and treated water turbidity, temperature, pH, alkalinity, hardness, manganese, iron, TOC, dissolved oxygen, taste and odor compounds (MIB and Geosmin), chlorine concentration, blue green algae and other harmful algae and cyanobacteria species
  - Source water total coliform and/or E. coli data, Cryptosporidium concentration data (first and second rounds' data)

- Water treatment chemicals and dosages
- Treated water chlorine dioxide and chlorite concentration data
- Disinfection byproducts' (THMs, HAA5, and chlorite) monitoring data from sample points in NMWD's distribution system in areas that receive treated water from STP
- Treated water quality complaints from 2013 through 2017 and during prior periods when source water was more challenging to treat
- Recycled water volume and recycle water flow rate and STP flow rate ratios
- Daily and monthly records of spent backwash water and other wastewater flow streams discharged to NSD collection system, and associated water quality data (turbidity, pH, chlorine concentration, and the water quality data for potentially-recyclable water that has been discharged to NSD wastewater collection system in the past.
- Lake aeration; compressors # of, air volume, # of diffusers, SolarBees how many, size/model, location.

## **Task 2. Operations Review**

West Yost will review the current operating procedures and control strategies in use at STP.

West Yost will interview operators and document current procedures.

## **Task 3. Water Recovery Analysis**

West Yost will review the NMWD's wastewater volumes discharged to NSD collection system and evaluate how much of this water could be recovered in accordance with criteria in both the California Cryptosporidium Action Plan (CAP) and Filter Backwash Recycling Rule (FBRR). Currently about 60 million gallons (MG) per year or 3% of total flow is discharged to NSD. New or supplemental equipment may be recommended for enhanced recovery of backwash water.

## **Task 4. Operational Strategies**

We will identify strategies to improve current operating practices that could permit increasing treated water production using the NMWD's local Stafford Lake water supply and/or that permit reducing current operating costs. Four strategies will be evaluated to include Ozone in place of Chlorine Dioxide, lake oxygenation and two others to be identified at the project kick off workshop.

## **Task 5. Cost Estimate**

We will develop conceptual-level opinion of probable construction costs (OPCCs) and operating costs for alternative methods of increasing treatment process, as well as spent backwash water reclamation efficiency. Life cycle costs will be developed. These costs will be compared with the value of benefits derived from the treatment processes' increased efficiency and/or production capacity.

### **Task 6. Draft and Final Reports**

Based on the work performed under tasks 1 through 5, we will prepare both a draft and final project summary report that includes an OPCC and operating costs for process efficiency improvements identified in tasks 4 and 5. The project summary report will include a cost/benefit analysis of each of the recommended process efficiency improvements that permit NMWD to prioritize which improvements to include in its next capital improvements plan (CIP).

### **Task 7. Project Management and QA/QC**

Craig Thompson will manage the project to include regular communication with the NMWD's project manager, development of a project work plan, meeting agenda and minutes and monthly project invoicing. QA/QC will be an element of the project work plan and will be provided by Andy Smith.

### **Task 8. Workshops**

West Yost will attend two workshops with two people. One will be the project kickoff workshop followed by meeting with the SWTP operators and the operational evaluation. The second will be a review workshop for the draft summary report.

### **Project Schedule**

We currently anticipate that NMWD will issue its notice to proceed for this project on or about January 2<sup>nd</sup>, 2019. We also anticipate that this project will require 3 months to complete, and that our draft report will be ready for NMWD review in mid-March 2019.

### **DELIVERABLES**

- List of information needed, as described in Task 1 above
- Draft summary report that includes recommendations, an OPCC for alternative improvements, and an implementation plan.
- Based on the NMWD's review comments, West Yost will finalize and submit a final project summary report to the NMWD.

## Project Budget

[illegible]

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## MEMORANDUM

To: Board of Directors January 11, 2019

From: Julie Blue, Auditor-Controller

Subj: Approval of Salary Schedules and Successor Memorandum of Understanding with NMWD Employee Association (2018-2023)  
T:\AC\Board Reports\Board Memos\2019\Approval of Salary Schedules and Successor MOU (2018-2023).docx

**RECOMMENDED ACTION: Approve**

**FINANCIAL IMPACT:**

**Year 1 - \$274,425**

**Year 2 - \$368,900**

**Year 3 - \$381,700**

**Year 4 - \$395,000**

**Year 5 - \$435,300**

**(Approximately \$1.86 Million in Increased Labor Cost Over the Term of a 5-Year Agreement.)**

The District has reached a tentative agreement ("TA") with the NMWD Employee Association on December 17, 2018, and the TA was ratified by the Employee Association's membership on December 21, 2018. Consistent with District practices since 1998, an independent labor negotiator, Wiley, Price, and Radulovich (WPR), was utilized to negotiate this agreement with total expenses through December at \$69,380. A summary of the substantive changes to the existing labor agreement, which expired September 30, 2018, is as follows:

- 5-year term (October 1, 2018 through September 30, 2023);
- 3.8% across-the-board wage increase, retroactive to Oct. 1, 2018;
- Subsequent years' wage increases based on CPI-U San Francisco Bay Area (September – August changes) with a floor (minimum) of 2.0% and a ceiling (maximum) of 4.0%; reopener provision if subsequent CPI change is at or exceeds 6.0%;
- Equity adjustments for a total of 13 classifications (3 in Water Quality; 3 in Electrical & Mechanical Series; 3 in Construction; 4 in Treatment & Operations), ranging from 2.5% to 10.5%; 0.5% for all other classifications effective July 1, 2019;
- Clarified half-day off will be observed on the preceding business day if Christmas or New Year's Eve falls on a weekend;
- Added additional 2.5 days per year vacation accrual for employees with 15 to 20 years of service;



- Extended Other Post-Employment Benefits (OPEB) vesting period to 20 years (instead of 12 years) for all new employees hired on or after October 1, 2018; and,
- Reopener provision if the District will be subject to any penalty, tax, fine, assessment or other payment as a result of changes in the Affordable Care Act (ACA).

For reference, the Final Comprehensive Tentative Agreement, as well as all other tentative agreements executed as part of the labor negotiations, are attached as Attachment A. The underline/strikeout successor MOU for 2018-2023 is attached as Attachment B.

By way of background, as part of the negotiations process for a successor MOU, and in accordance with Article 22 of the 2012-2018 MOU<sup>1</sup> between the District and the Employee Association, the District conducted a comprehensive salary survey, consisting of nine District classifications, with other comparable agencies. The survey results indicated that overall District compensation was below the market median of the comparable agencies, with the differences for the Treatment Plant Operator, Laborer, and Chemist classifications being the most significant (and in some cases, more than 10% below the median). As a result, the successor MOU also included equity adjustments for a total of 13 classifications in order to bring all individual surveyed classifications to be within five percent (5.0%) of the median (i.e. all surveyed classifications would be no greater than 5.0% below the median), and the overall District average to be at or slightly above the median. This approach is intended to help retain existing talent within the District, as well as attract new employees as vacancies occur in the future.

In accordance with applicable CalPERS' regulations, 2 CCR § 570.5, authorization is also requested from the Board to approve the attached salary schedules, effective October 1, 2018 (Attachment C) and July 1, 2019 (Attachment D). Since the successor MOU covers a five-year period, Board approval of this item also includes approval for each subsequent years' cost-of-living adjustments on each October 1 in 2019, 2020, 2021, and 2022, with each increase equal

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<sup>1</sup> Specifically, Article 22 states as follows: "Prior to expiration of this agreement on September 30, 2018, the District shall conduct a salary and benefit survey. Using the 2004 salary survey as a basis, the District and the Association will review the validity of the survey methodology and criteria. If the District and the Association agree upon the methodology and criteria, they shall jointly recommend the agreed-upon methodology and criteria to the Board of Directors (the "Board") for Board approval. If the District and the Association do not agree upon the methodology and/or criteria, each party shall have the right to individually recommend its preferred methodology and/or criteria to the Board. The Board's decision regarding the appropriate methodology and criteria shall be final and not subject to the grievance procedure. The District shall use the Board-approved methodology and criteria to conduct an updated salary survey."



to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the effective year), with a minimum (floor) of 2.0% and a maximum (ceiling) of 4.0%, and authorizes the General Manager to modify said salary schedules per the CPI, as described above.

The total estimated costs for above Tentative Agreement will increase the District's labor cost by approximately \$1.86 million over the five-year term of the Agreement. This amount includes all financial components of the Tentative Agreement, including: salary adjustments (the 3.8% cost-of-living, effective October 1, 2018; the equity adjustments for the 13 classifications and 0.5% for all other classifications, effective July 1, 2019; and, each subsequent year CPI increase was projected at 3.5%), half-day holiday for the preceding business day for Christmas Eve and New Year's Eve, and the additional vacation rate tier (22.5 vacation days per year between 15-20 years of service). A detailed financial analysis is attached as Attachment E.<sup>2</sup>

For procedural purposes, this agenda item was initially presented to the Board at its January 8 meeting for discussion.

**Recommendation:**

Board approval requested for the following actions:

1. Authorize the General Manager to execute the Memorandum of Understanding with the NMWD Employee Association, with a term of October 1, 2018 through September 30, 2023.
2. Approve the District's salary schedules, effective October 1, 2018 and July 1, 2019, respectively, and authorize the General Manager to modify each subsequent year's salary schedule, effective October 1 of each subsequent corresponding year, to reflect the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the effective year), with a minimum (floor) of 2.0% and a maximum (ceiling) of 4.0%, with the last increase effective October 1, 2022.

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<sup>2</sup> It should be noted that the successor MOU increased the required service period from 12 to 20 years of service and attainment of age 55 to become eligible for District-paid retiree health insurance for all new hires on or after October 1, 2018, and the savings to the District's Other-Post Employment Benefits (OPEB) actuarial calculation will be determined at subsequent actuarial evaluations. It is expected that this change will reduce the District's OPEB liability in the future.

**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

NEGOTIATIONS 2018

**Tentative  
Agreement**

**FINAL COMPREHENSIVE TENTATIVE AGREEMENT**

DATE: December 17, 2018

**1) Executed Tentative Agreements To Date:**

All previously executed tentative agreements are incorporated by reference herein. Specifically, the following constitutes the previously-executed tentative agreements:

- Article 3 – Deduction of Union Dues (dated 7/30/18)
- Article 6 – New Employee Orientation (dated 7/30/18)

**2) Term:**

The successor MOU will be a five- (5) year term (effective October 1, 2018 through September 30, 2023). All references to term or duration throughout the successor MOU will reflect the above five-year term.

**3) Wages:**

Article 21 – Wages

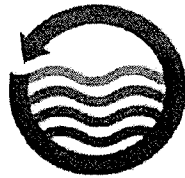
~~Effective January 1, 2013, employees shall receive a 1.6% salary increase. Effective October 1, 2013 and on each subsequent October 1 through 2016, employees shall receive a 1.6% salary increase.~~

~~Commencing on October 1, 2012, and on each subsequent October 1 of this agreement, employees shall receive a cost of living adjustment (COLA) equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the current year), less 0.3%, except that if said CPI increase is less than 0.3% there shall be no COLA.~~

*italics* = Proposed new language  
~~struck out, italics~~ = existing language prior section

**bold, underline** = new language  
~~struck out~~ = removed language

**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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NEGOTIATIONS 2018

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**Tentative  
Agreement**

~~The District may authorize salary increases for specific classifications during the term of this Agreement.~~

Effective October 1, 2018, employees shall receive a 3.8% salary increase. To the extent wages will be retroactive to October 1, 2018, it is subject to the parties reaching an overall Tentative Agreement towards a successor MOU and ratified by the Employee Association's membership on or before December 31, 2018.

Effective October 1, 2019 and on each subsequent October 1 through 2022, employees shall receive a cost of living adjustment (COLA) equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the current year), with a minimum (Floor) of 2.0% and a maximum of (Ceiling) of 4.0%.

In the event that the CPI-U San Francisco – Oakland – San Jose (based on year-to-year change from September 1 of the previous year through August 31 of the current year) exceeds 6.0%, the parties agree to reopen Article 21 - Wages of this Agreement and bargain solely for a cost-of-living adjustment applicable to all employees covered by this Agreement.

~~Article 22 – Salary/Benefit Survey~~

~~Prior to expiration of this agreement on September 30, 2018, the District shall conduct a salary and benefit survey. Using the 2004 salary survey as a basis, the District and the Association will review the validity of the survey methodology and criteria. If the District and the Association agree upon the methodology and criteria, they shall jointly recommend the agreed upon methodology and criteria to the~~

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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NEGOTIATIONS 2018

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**Tentative  
Agreement**

~~Board of Directors ("the Board") for Board approval. If the District and the Association do not agree upon the methodology and/or criteria, each party shall have the right to individually recommend its preferred methodology and/or criteria to the Board. The Board's decision regarding the appropriate methodology and criteria shall be final and not subject to the grievance procedure. The District shall use the Board approved methodology and criteria to conduct an updated salary survey.~~

4) Holidays

Article 10 – Holidays

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve afternoon (if regular work day)	December 24
Christmas Day	December 25
New Year's Eve afternoon (if regular work day)	December 31

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday. If Christmas or New Year's Eve falls on a weekend (Saturday or Sunday), a half-day off will be granted to all employees in the afternoon of the preceding business day.

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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NEGOTIATIONS 2018

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**Tentative  
Agreement**

Floating Holidays (4)

The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays that may be taken on dates selected by the employee and approved by the District.

Lincoln's Birthday	February 12
Admission Day	September 9
Columbus Day	2nd Monday in October
Veteran's Day	November 11

For full-time employees, floating holidays shall accrue as follows: January 1 of each year – one day; July 1 of each year – 3 days. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance has reached four days (32 hours – prorated for part-time employees).

5) Vacation Schedule

Article 10(A) – Vacation

Full-time employees shall commence to accrue vacation upon the completion of their probationary period at the following rates:

*italics* = Proposed new language

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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NEGOTIATIONS 2018

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**Tentative  
Agreement**

Completion of Probation through 5 years continuous employment	10 days per year (3.34 hours / semi-monthly pay period)
More than 5 years through 10 years of employment	15 days per year (5.00 hours / semi-monthly pay period)
More than 10 years through <del>20</del> <u>15</u> years of employment	20 days per year (6.67 hours / semi-monthly pay period)
<u>More than 15 years through 20 years of employment</u>	<u>22.5 days per year</u> <u>(7.50 hours / semi-monthly pay period)</u>
More than 20 years of employment	25 days per year (8.34 hours / semi-monthly pay period)

Part-time employees begin to accrue vacation upon completion of their probationary period, on a pro-rata basis of the rates set forth above, based on the percentage of their full-time equivalent rate.

Vacation shall accrue each pay period and be added to the employee's vacation balance. There shall be a cap on the vacation balance of one and one-half times the annual accrual rate. No employee shall have more than one and one-half times his/her annual accrual in his/her vacation balance. Thus, an employee who earns vacation at the rate of 10 days per year shall not have more than 15 days accrued vacation. Employees who reach the cap shall cease accruing vacation

*italics* = Proposed new language

~~struck-out, italics~~ = existing language prior section

**bold, underline** = new language

~~struck-out~~ = removed language

**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

**Tentative  
Agreement**

until such time as their vacation balance drops below the cap, at which time the employee shall again accrue vacation.

Vacation time will be used to cover absences due to illness or injury when an employee has an illness/injury and has no remaining sick leave.

All employees who handle cash payments, inventory, or work in financial and/or information systems technology areas will be required to take a minimum of five consecutive working days off each fiscal year. This policy applies to employees working in the following classifications:

General Manager	Cashier/Receptionist
Auditor-Controller	Accounting Clerk II
Administrative Assistant	Account Credit Clerk I and II
Consumer Services Supervisor	Accounting/HR Supervisor
Engineering Services Representative	Senior Accountant
	Storekeeper/Safety Coordinator

**6) OPEB Benefit**

**Article 13 Retiree Medical**

- A. Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 12 Years Service (for employees hired on or before September 30, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or before September 30, 2018, The District's eligibility restrictions provide that

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**bold, underline** = new language

~~struck-out~~ = removed language

**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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NEGOTIATIONS 2018

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**Tentative  
Agreement**

the retiree be at least age 55 at the date of retirement, with a minimum of 12 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

For retirees who retired prior to January 1, 2013, the District's contribution toward the chosen plan will be 90% of the Kaiser Basic Medical Plan premium amount.

For retirees who retired on or after January 1, 2013, the District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

**B. Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 20 Years Service (for employees hired on or after October 1, 2018)<sup>1</sup>**

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or after October 1, 2018, the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 20 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

<sup>1</sup> The current section 13.B will be renumbered to 13.C.

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WATER DISTRICT**

**Tentative  
Agreement**

The District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

B.C. Retirees - Other (not meeting the age and/or service requirements stated above)

Subject to the eligibility restrictions of the group health insurance contract with CalPERS, the District will make a monthly contribution toward the cost of health insurance coverage.

**7) Affordable Care Act**

(New Section) Article 11.G – Affordable Care Act

If at any time during the life of this Agreement the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its related regulations and cause the District to be subject, directly or indirectly, to any penalty, tax, fine, assessment or other payment, the parties agree that this Memorandum of Understanding shall reopen for negotiations not less than six months prior to the effective date of the implementation of the penalty, tax, fine, assessment, or other payment for the sole purpose of modifying the health insurance provisions of this Agreement to address the changes and cost implications as a result of the Affordable Care Act.

**8) Side Letter Agreement**

This Overall TA includes the attached Side Letter Agreement (dated 12/17/18).

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WATER DISTRICT**

NEGOTIATIONS 2018

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9) Overall Tentative Agreement


All previously signed and executed tentative agreements between the District and Employee Association shall be incorporated into the successor Memorandum of Understanding. All outstanding proposals to which there is no Tentative Agreement or which are not addressed above are to be withdrawn or deemed denied.

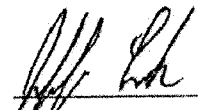
10) Recommendation to Principals

The parties agree to recommend positively this Final Comprehensive Tentative Agreement to their principals for ratification.

For the District

For the Employee Association

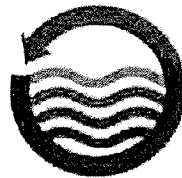
  
Christopher Boucher      Date 12/17/18  
Chief Negotiator

  
Jeff Corda      Date 12-17-18  
Chairperson

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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*NEGOTIATIONS 2018*

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**Side  
Letter**

**SIDE LETTER AGREEMENT TO THE  
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**DATE:** December 17, 2018

The District and the Employee Association agree to this side letter agreement as follows:

- The District will grant a one-time equity adjustment to the following classifications, effective July 1, 2019: Chemist I (5.5%), Chemist II (3.0%), Senior Chemist (2.5%), Apprentice E/M Tech (3.0%), E&M Tech (3.0%), Senior E&M Tech (3.0%), Laborer (6.5%); Heavy Equipment Operator (2.5%), Foreman (2.5%), Assistant Water Distribution and Treatment Plant Operator (10.5%); Water Distribution and Treatment Plant Operator (10.5%), Senior Water Distribution and Treatment Plant Operator (10.5%), Distribution & Treatment Plant Supervisor (10.5%), and all other classifications (0.5%).
- The District and the Employee Association will review the duties in the Engineering Technician III and IV job descriptions, and if appropriate, make any necessary adjustments.
- The District and the Employee Association will review the duties and salary of the Field Service Representative classification after one year following the adoption of the new Agreement.
- The District agree to review the current dental plan and consider proposals from other plan carriers that would not result in an increase to existing premium costs, and to discuss any proposed changes with the Employee Association.
- The District agrees to the carryover option, as permissible by IRS regulations, which allows an employee can carry over up to \$500 of unused funds to the following plan year.

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**


**Side  
Letter**

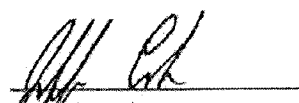
- Prior to expiration of this agreement on September 30, 2023, the District shall conduct a salary and benefit survey. The District and the Association will review the validity of the survey methodology and criteria. If the District and the Association agree upon the methodology and criteria, they shall jointly recommend the agreed-upon methodology and criteria to the Board of Directors ("the Board") for Board approval. If the District and the Association do not agree upon the methodology and/or criteria, each party shall have the right to individually recommend its preferred methodology and/or criteria to the Board. The Board's decision regarding the appropriate methodology and criteria shall be final and not subject to the grievance procedure. The District shall use the Board-approved methodology and criteria to conduct an updated salary survey.

This side letter will sunset upon the expiration of the 2018 – 2023 Memorandum of Understanding.

For the District

For the Employee Association

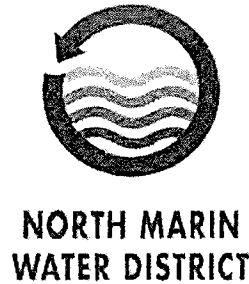
  
Christopher Boucher      Date  
Chief Negotiator

  
Jeff Corda      12-17-18  
Chairperson      Date

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**NMWD  
Employee  
Association**



*NEGOTIATIONS 2018*

**Tentative  
Agreement**

**TENTATIVE AGREEMENT**

**DATE:** July 30, 2018

**TIME:**

**DISTRICT PROPOSAL NO. 1 TO  
EMPLOYEE ASSOCIATION REGARDING**

**ARTICLE 3 ~~CHECKOFF~~ DEDUCTION OF UNION DUES**

~~Upon receipt of an executed dues deduction authorization from an employee, the District shall deduct the appropriate amount of dues on a semi-monthly basis. Employees may revoke their dues deduction authorization only in writing by giving it to the District ninety (90) days before the expiration of the agreement. The District will provide a copy of the revocation to the Association.~~

The District agrees to withhold union dues from all union members at an amount to be determined by the Association and communicated to the District in writing, and the Association agrees to provide the District, on a semi-annual basis (in January and July of each year), a certified list of members and a statement that the Association has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that the Association shall indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The parties agree that the District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Association.

Amounts deducted and withheld by the District shall be transmitted monthly by the District to the Association official designated by the Association as the person authorized to receive such funds at the address provided by the Association.

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

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*NEGOTIATIONS 2018*

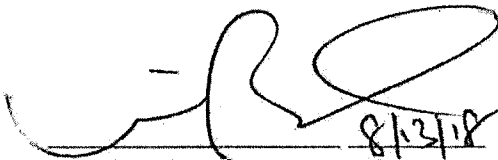
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**Tentative  
Agreement**

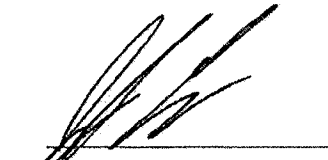
The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Association and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this Article.

For the District

  
 Christopher Boucher      8/13/18  
 Chief Negotiator      Date

For the Employee Association

  
 Jeff Corda      8-13-18  
 Chairperson      Date

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**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**

**Tentative  
Agreement**

**TENTATIVE AGREEMENT**


**DATE:** July 30, 2018

**TIME:**


**ARTICLE 6 (NEW<sup>1</sup>) NEW EMPLOYEE ORIENTATION**

The Association will be allocated up to thirty (30) minutes following a new employee's orientation to provide an overview of the Association without management personnel present. The District will notify the Association at least ten (10) days prior to any new employee orientation, unless an urgent need arises that was not reasonably foreseeable. The presentation may be made by the Association Chair or designee, and it shall be without loss of pay.

For the District

  
\_\_\_\_\_  
Christopher Boucher      8/13/18  
Chief Negotiator      Date

For the Employee Association

  
\_\_\_\_\_  
Jeff Corda      8-13-18  
Chairperson      Date

<sup>1</sup> All existing sections that follow will be renumbered accordingly.

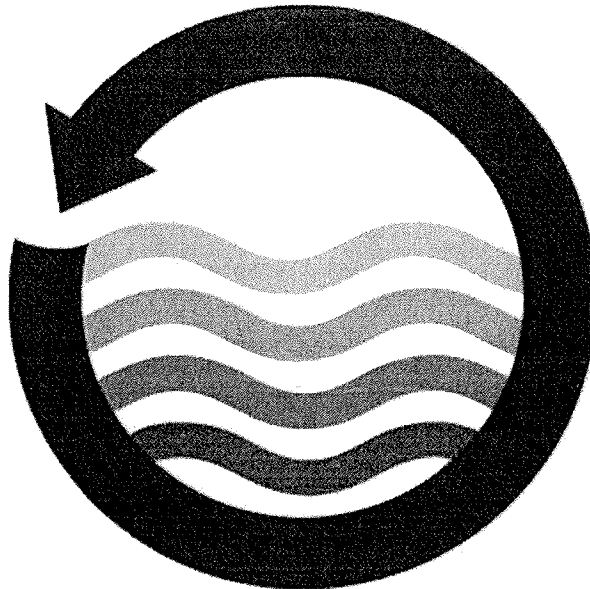
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# NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION



## MEMORANDUM OF UNDERSTANDING

~~December 28, 2012~~October 1, 2018 – September 30, 2023



## ATTACHMENT B

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**MEMORANDUM OF UNDERSTANDING  
Between**

**NORTH MARIN WATER DISTRICT AND**

**NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION**

This Agreement is entered into between North Marin Water District, herein "the District," and the North Marin Water District Employee Association, herein "the Association" pursuant to the provisions of Government Code Section 3500 et. seq. (the Meyers-Milias-Brown Act).

1. Recognition

The District recognizes the Association as the exclusive bargaining representative for all regular full-time and regular part-time employees employed by the District in those classifications which are set forth in Exhibits A, B and C. The District agrees to notify the Association of any new employee classifications.

2. Management Rights

Except as expressly modified or restricted by a specific provision of this Agreement, the District retains all statutory and inherent management rights including but not limited to the right to discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, layoff, recall to work employees; to maintain the efficiencies of operations; to determine the personnel, methods, means, and facilities by which operations are conducted.

3. ~~Check-off~~Deduction of Association Dues

~~Upon receipt of an executed dues deduction authorization form from an employee, the District shall deduct the appropriate amount of dues on a semi-monthly basis. Employees may revoke their dues deduction authorization only in writing by giving it to the District ninety (90) days before the expiration of the agreement. The District will provide a copy of the revocation to the Association.~~

The District agrees to withhold union dues from all union members at an amount to be determined by the Association and communicated to the District in writing, and the Association agrees to provide the District, on a semi-annual basis (in January and July of each year), a certified list of members and a statement that the Association has and will maintain written authorizations signed by the individuals from whose salary or wages the union dues deduction are to be made, and a statement that the Association shall indemnify the District for any claims

made by the employee for deductions made in reliance on that certification, in accordance with Government Code §1157.12(a).

The parties agree that the District shall automatically cease deductions for any employee who is no longer employed in a classification represented by the Association.

Amounts deducted and withheld by the District shall be transmitted monthly by the District to the Association official designated by the Association as the person authorized to receive such funds at the address provided by the Association.

The parties hereto recognize that membership in the Association is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Association and that neither party shall exert any pressure on or discriminate against an employee regarding such matters.

The Association shall indemnify and hold the District harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the District under this Article.

4. Use of District Facilities and Bulletin Boards

The Association shall, with the prior approval of the General Manager or his designee, be granted the use of District facilities for meetings of District employees. Authorized representatives of the Association shall be allowed to post notices of official Association business on specified areas of the three bulletin boards maintained on District premises.

5. Association Stewards

The Association shall notify the General Manager in writing of the names of its members who have been designated by the Association to serve as Association stewards (not more than three). Association stewards shall not use District time to conduct Association business except under the following conditions:

When a grievance has been filed, the steward will be permitted a reasonable amount of release time to represent the employee in the steps of the Grievance Procedure.

When representing an employee at either an investigatory interview that might lead to discipline, or at a due process hearing, the steward will be permitted a reasonable amount of release time.

6. New Employee Orientation

The Association will be allocated up to thirty (30) minutes following a new employee's orientation to provide an overview of the Association without management personnel present. The District will notify the Association at least ten (10) days prior to any new employee orientation, unless an urgent need arises that was not reasonably foreseeable. The presentation may be made by the Association Chair or designee, and it shall be without loss of pay.

67. No Discrimination

The District shall not discriminate against any employee because of his/her membership in or support of the Association. The Association shall not discriminate against any employee because of his/her non-membership in or non-support of the Association.

78. Association Access

Non-employee Association Representatives shall be granted reasonable access to the District's facilities for the purposes of assuring that the terms of this Agreement are enforced. Upon arrival at a District facility, the Association Representative shall notify the General Manager or his designee. It is understood that the Association Representative will not interfere with the work of employees during this visit.

Any non-employee Association Representative(s) shall provide management the opportunity to have a designee accompany them while visiting the facility, except during the time that the representative may be meeting with District employee(s). Meetings with employees shall be held only on the employees' non-work time.

89. Probationary Period

All employees shall serve a probationary period of six (6) months from the date of hire. During this probationary period, employees shall be subject to termination at any time with or without cause. Probationary employees shall not have recourse to the Grievance Procedure. Unless otherwise specified, employees shall begin to earn benefits on the first of the month following the completion of their probationary period. At the sole discretion of the District, the probationary period may be extended for up to six additional months.

Employees shall also serve a 90 calendar day probationary period upon promotion to new position within the bargaining unit. Such probationary employees may be returned by the District to their prior position at any time during the 90-day probationary period with or without cause and such decision shall not be subject to the grievance procedure.

910. Grievance Procedure

A grievance is an allegation by an employee or the Association that the District has violated an express provision of this Agreement or a Personnel Policy of the District. For purposes of this section a workday is any day that the District office is open for regular business.

Step I. Written Notice to Immediate Supervisor

No later than two workdays after the event giving rise to the grievance, the employee must submit a written grievance to his immediate supervisor stating the nature of the grievance, the provision of the Agreement violated and the nature of the remedy sought. The immediate supervisor shall, give his written response to the employee not later than two (2) workdays thereafter.

Step II. Written Notice to Department Head

If the employee is not satisfied with the response, he/she shall, within five (5) workdays of the response at Step I, notify his/her Department Head in writing. The Department Head shall confer with the employee and his/her representative and respond to the grievance within five (5) workdays following the meeting.

Step III. Appeal to the General Manager

If the grievance is not resolved at Step II the employee may, within five (5) workdays of the response at Step II, file a written appeal with the General Manager. The General Manager shall confer with the employee and his/her representative and respond to the grievance within ten (10) days of that meeting.

Step IV. Appeal of Disciplinary Suspension or Termination to the Board of Directors

If an employee subject to disciplinary suspension or termination is not satisfied with the response of the General Manager, he/she may file an appeal with the Board of Directors. Such appeals must be filed within five (5) workdays of the date of the General Manager's response at Step III. The Board of Directors, or a subcommittee thereof, shall hold a hearing as soon as reasonable under the circumstances regarding the disciplinary suspension or termination.

Step V. Advisory Arbitration

With the mutual agreement of the grievant and the Board of Directors, the grievance may be referred to Advisory Arbitration. A neutral arbitrator shall be mutually selected from a list provided by the California State Mediation and Conciliation Service. The arbitrator selected shall conduct an informal hearing and issue an advisory opinion to the Board of Directors. The Board

of Directors shall render a final and binding decision in writing to the employee within thirty (30) days of the receipt of the advisory opinion.

If the Board of Directors does not agree to conduct an advisory arbitration, the Board may, as an option, designate a fact-finding committee (or person not in the normal line of supervision) to advise the Board of Directors concerning the grievance. The Board of Directors shall render a final and binding decision within thirty days after its receipt of the recommendation of the fact finder.

Any final decision by the Board of Directors shall include the rationale upon which its decision is based.

Each party shall bear its own cost and fees and the cost and fees of the Arbitrator, if any, shall be split evenly between the parties.

4011. Leaves of AbsenceA. Vacation

Full-time employees shall commence to accrue vacation upon the completion of their probationary period at the following rates:

Completion of Probation through 5 years continuous employment	10 days per year (3.34 hours / semi-monthly pay period)
More than 5 years through 10 years of employment	15 days per year (5.00 hours / semi-monthly pay period)
More than 10 years through <u>20-15</u> years of employment	20 days per year (6.67 hours / semi-monthly pay period)
<u>More than 15 years through 20 years of employment</u>	<u>22.5 days per year</u> <u>(7.50 hours / semi-monthly pay period)</u>
More than 20 years of employment	25 days per year (8.34 hours / semi-monthly pay period)

Part-time employees begin to accrue vacation upon completion of their probationary period, on a pro-rata basis of the rates set forth above, based on the percentage of their full-time equivalent rate.

Vacation shall accrue each pay period and be added to the employee's vacation balance. There shall be a cap on the vacation balance of one and one-half times the annual accrual rate. No employee shall have more than one and one-half times his/her annual accrual in his/her vacation balance. Thus, an employee who earns vacation at the rate of 10 days per year shall not have more than 15 days accrued vacation. Employees who reach the cap shall cease accruing vacation until such time as their vacation balance drops below the cap, at which time the employee shall again accrue vacation.

Vacation time will be used to cover absences due to illness or injury when an employee has an illness/injury and has no remaining sick leave.

All employees who handle cash payments, inventory, or work in financial and/or information systems technology areas will be required to take a minimum of five consecutive working days off each fiscal year. This policy applies to employees working in the following classifications:

General Manager  
Auditor-Controller  
Administrative Assistant

Cashier/Receptionist  
Accounting Clerk II  
Account Credit Clerk I and II

Consumer Services Supervisor  
Engineering Services Representative

Accounting/HR Supervisor  
Senior Accountant  
Storekeeper/Safety Coordinator

B. Sick Leave

Full-time and part-time employees shall be eligible to earn sick leave on the first of the month following the completion of their initial probationary period. Accrued sick leave shall be added to the employee's sick leave balance each pay period.

Full-time employees shall earn one day of sick leave per month. On December 1 of each year, sick leave days earned in excess of 90 may be paid to the employee as compensation at 50% of their regular base daily pay rate or be converted to vacation at 50% of the value of the earned sick leave provided that such addition to the vacation balance does not exceed the vacation cap.

Part-time employees shall accrue sick leave based on the percentage of their full-time equivalent ("FTE") status (e.g., 80% x 1 day = 0.8 days per month). On December 1 of each year, sick leave days earned in excess of the part-time employee's FTE status multiplied by 90 days (e.g., 80% X 90 days = 72 days) may be paid to the part-time employee as compensation at 50% of their regular base daily pay rate or be converted to vacation at 50% of the value of the earned sick leave, provided that such addition to the vacation balance does not exceed the vacation cap.

Sick leave shall be used only for:

1. the illness or injury of the employee which prevents the employee from working;
2. medical or dental appointment of the employee or child (where the employee is required to transport the child to or from the appointment); provided that the amount of sick leave used for such appointment is the amount of time reasonably necessary to travel to and from and attend the medical appointment; or
3. to attend to the illness of a member of the employee's immediate family where that illness requires the attendance of the employee, provided that, if the sick leave exceeds three days, the employee shall provide the District a medical certification issued by the health care provider documenting the illness of the immediate family member.



Abuse of sick leave, including but not necessarily limited to using sick leave for purposes not herein specified, excessive use of sick leave, or a pattern of the use of sick leave which demonstrates its abuse, is grounds for disciplinary action.

Regular attendance by every employee is important and necessary to the successful operation of the District. Excessive absenteeism causes a hardship on both the District and its employees.

Upon request by the District, an employee will be required to submit a written doctor's verification of their illness or medical appointment and that the doctor has released the employee to return to duty with or without restrictions.

C. Bereavement Leave of Absence

Employees shall be entitled to use up to three days sick leave for the purpose of attending the funeral services and/or making necessary arrangements for such services for members of the employee's immediate family. For purposes of this policy, immediate family means the employee's spouse, spouse's children, children, grandchildren, parents, grandparents, brothers, and sisters. Based upon particular circumstances and with the approval of the General Manager, employees may be permitted to expand the definition of immediate family.

D. Jury Duty Leave

Non-probationary full-time and part-time employees are eligible for up to a maximum of 15 days of paid leave for jury duty in any calendar year. An employee who receives a notice to appear for jury service shall immediately notify his/her supervisor of the notice. Depending upon the needs of the District, the General Manager may request that the employee postpone or defer jury duty. Any monies paid to the employee for jury duty service shall be deducted from the employee's pay for that day. Part-time employees shall have this paid leave prorated. Employees who exhaust their paid jury duty leave shall be provided unpaid jury duty leave for the duration of the jury duty. Nothing in this policy shall prevent an employee from using his/her vacation or floating holiday time for jury duty.

E. Military Duty Leave

Employees shall be granted military leave in accordance with the provisions of the California Military and Veterans Code, section 395 *et seq.* ([www.leginfo.ca.gov/html/mvc\\_table\\_of\\_contents.html](http://www.leginfo.ca.gov/html/mvc_table_of_contents.html)).

F. Leave without Pay

The District General Manager may grant regular employees leave without pay (LWOP) provided that such leave shall not impose an undue hardship on the District. The granting of such LWOP is at the sole discretion of the District General Manager. Employee insurance benefits (health, dental, vision, and life) shall continue during the period of LWOP at the employee's expense, and the employee shall pay said insurance cost to the District prior to commencement of the LWOP. Employees shall be eligible to request LWOP upon completion of probation. The employee requesting LWOP shall exhaust all vacation and floating holiday leave before commencing unpaid leave.

#### 11.12. Insurance Benefits

The descriptions of benefits stated herein are intended as a guide to employees. All plan benefits are governed by the actual terms of the plan. Summary Plan descriptions are available from the District upon request by the employee. The parties agree that in the event that the cost of insurance increases during the life of this Agreement, the District may change carriers/plans provided that the benefits provided by the new carrier/plan are approximately similar to the current plan(s). In the alternative, and at the sole discretion of the District, it may require employees to pay for the cost increase.

##### A. Life Insurance

Effective the first of the month following the completion of the probationary period, all eligible employees shall receive term life insurance coverage equal to their base annual salary. An Accidental Death and Dismemberment policy is included in the coverage. Employees may be able to continue this coverage after leaving the District by converting the policy to an individual policy. However, the individual will be responsible for payment of the converted insurance.

##### B. Health Insurance

Coverage is available the first of the month following three full months of employment for full-time and part-time employees.

The District contracts for health insurance through the California Public Employees' Retirement System (CalPERS). Through the CalPERS health program, employees can choose from a number of different plans. Some are Health Maintenance Organizations (HMO) and some are Preferred Provider Organizations (PPO) Plans. The CalPERS Basic Health Plans booklet contains information about the HMO and PPO Plans. Detailed information for each plan is available for your review by contacting the Auditor-Controller or Human Resources Supervisor.

This information supersedes and takes precedence over the summary of these plans set forth in this agreement.

The District reserves the right to change these plans at any time, in its sole discretion, consistent with any legal obligations it may have.

The District shall contribute up to \$3,830 per year to the CalPERS Health Plan proportionate to the employee's full-time equivalent (FTE) status.

Under IRC Section 125, the District will make the following annual contributions for employees into a qualified Cafeteria Plan effective January 1, 2013:

Single employees shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual employee-only premium amount less \$3,830 proportionate to the employee's FTE status, e.g.  $(\$137 + 85\% \times \text{Current Premium Amount}) - \$3,830 \times \text{FTE Status}$ .

Employees with one dependent shall receive \$137 plus 85% of the current year Kaiser Basic Medical Plan annual 2-party premium amount less \$3,830 proportionate to the employee's FTE status.

Employees with two or more dependents shall receive \$137 plus 85% of the current year annual family Kaiser Basic Medical Plan annual family premium amount less \$3,830 proportionate to the employee's FTE status.

Employees who provide acceptable proof of alternative insurance for themselves and all dependents may use the Cafeteria Plan contribution for purposes other than supplemental medical insurance as follows:

- a) Employee may utilize this money to purchase supplemental medical, dental and vision insurance for self or dependent family members; and/or,
- b) Employee may elect to contribute the money to the District's 457 deferred compensation plan; and/or,
- c) Employee may take this money as a cash payment.

The Cafeteria Plan contributions shall be adjusted annually in an amount equal to 85% of the change in the Kaiser Basic Medical Plan premium amount based on family status, i.e., employee only, employee and one dependent, employee and two or more dependents.

#### C. Dental Insurance

Effective the first of the month following the completion of ninety (90) days of employment, eligible employees shall to participate in the District's self-insured dental plan administered by

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Shirrell Consulting Services (SCS) at no charge for full-time employees and pro-rated for part time employees.

#### D. Vision Insurance

Effective the first of the month following the completion of ninety (90) days of employment, full-time and part-time employees regularly scheduled to work at least twenty (20) hours per week, shall be eligible to participate in the District's self-insured vision plan at no charge for full-time employees and pro-rated for part-time employees.

On July 1 of each fiscal year \$184 shall be credited to each eligible family member's vision plan account. Covered Vision Care costs incurred during the fiscal year (July 1 to June 30) will be reimbursed by the plan. Up to \$184 of each eligible family member's vision plan account remaining at the end of the fiscal year shall be carried over to the following fiscal year for use by that eligible family member, subject to the limitation that in no event shall the total in any eligible family member's vision plan account exceed \$368, and no employee shall receive reimbursement for more than \$368 per eligible family member during any fiscal year. The amount in each eligible family member's vision plan account is not convertible to cash, and any amount remaining in a family member's vision plan account reverts to the District upon termination of employment.

#### E. Long Term Disability Insurance

Effective the first of the month following the completion of the probationary period, full time and part time employees regularly scheduled to work at least twenty (20) hours per week shall be eligible to participate in the District's self-insured long-term disability insurance plan.

#### F. Other Benefits

Except as they may be modified by the terms of this Agreement, the District agrees that it will not modify existing District benefit levels as set forth in the Employee Information Booklet without providing advance notice to the Association and an opportunity to meet and confer regarding the changes.

#### G. Affordable Care Act

If at any time during the life of this Agreement the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act or its related regulations and cause the District to be subject, directly or indirectly, to any penalty, tax, fine, assessment or other payment, the parties agree that this Memorandum of Understanding shall reopen for negotiations not less than six months prior to the effective date of the implementation of the penalty, tax, fine, assessment, or other payment for the sole purpose of modifying the health insurance provisions

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of this Agreement to address the changes and cost implications as a result of the Affordable Care Act.

4213. Retirement

Participation in the California Public Employees' Retirement System (CalPERS) Pension Plan is mandatory and is effective upon employment for all full-time and part-time employees.

For employees hired prior to January 1, 2013, benefits are based on the average monthly pay earned during the final (or highest) year of service. The basic, unmodified formula is 2.5% x number of years of credited service x monthly pay = monthly benefit for retirement at age 55. Employees who have been covered under Social Security during their CalPERS employment must use the modified formula in calculating their monthly benefit; i.e. 2.5% x number of years credited service x (monthly pay less \$133.33) = monthly benefit for retirement at age 55. Several options are also available to have benefits paid to a surviving beneficiary in the event of death or retirement.

For employees hired on or after January 1, 2013, benefits are in accordance with the Public Employees' Pension Reform Act of 2013, which stipulates a 2% at age 62 plan based on the highest average 3-years of compensation.

Effective on January 1, 2013, all employees (including all employees hired on or after January 1, 2013) will contribute 1.6% of salary toward the cost of CalPERS retirement benefits. Effective October 1, 2013 and on each subsequent October 1 through October 1, 2016, all employees (including all employees hired on or after January 1, 2013) will contribute an additional 1.6% of salary toward the cost of CalPERS retirement benefits, until employees are paying a total of 8% toward the cost of CalPERS retirement benefits.

4314. Retiree Medical

A. Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 12 Years Service (for employees hired on or before September 30, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or before September 30, 2018, ~~The~~ the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 12 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health

coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

For retirees who retired prior to January 1, 2013, the District's contribution toward the chosen plan will be 90% of the Kaiser Basic Medical Plan premium amount.

For retirees who retired on or after January 1, 2013, the District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

B. Retirees Who Retire Between the Ages of 55 to 65 with a Minimum of 20 Years Service (for employees hired on or after October 1, 2018)

The District pays a portion of the cost of health insurance for retiree (age 55 to 65) and spouse (regardless of age) under any group plan offered by CalPERS. Coverage terminates for the spouse when the spouse becomes eligible for Medicare, or both the retiree and spouse when the retiree becomes eligible for Medicare. For employees hired on or after October 1, 2018, the District's eligibility restrictions provide that the retiree be at least age 55 at the date of retirement, with a minimum of 20 years of full-time equivalent service. If a retiree covered under the medical plan dies before age 65, his/her spouse may continue District-paid group health coverage until age 65 if ineligible for other health insurance coverage, i.e., through employment or remarriage.

The District's contribution toward the chosen plan will be 85% of the Kaiser Basic Medical Plan premium amount.

BC. Retirees - Other (not meeting the age and/or service requirements stated above)

Subject to the eligibility restrictions of the group health insurance contract with CalPERS, the District will make a monthly contribution toward the cost of health insurance coverage.

4415. Work in Higher Class

An employee who is assigned by the District to work in a higher classification for a period of more than 160 consecutive hours (one work month) shall receive a differential of a 5% increase over their base hourly rate or the lowest step of the higher classification, whichever is greater, but in no event more than the top step of the higher classification, for all hours worked in the higher classification after 40 consecutive hours so long as they continue to be assigned to work in the higher classification.

4516. Disciplinary Action



The levels of disciplinary action may include, but are not necessarily limited to, warning/reprimand (oral and/or written), suspension, demotion, and discharge. The District shall use the principals of progressive discipline in meting out disciplinary action; however, depending upon the circumstances, discipline may be imposed at any level without invoking prior disciplinary steps.

When imposing disciplinary action, the District will comply with any applicable due process requirements of state and federal law.

Employees who wish to challenge the level of discipline may do so by utilizing the Grievance Procedure. Grievances involving written reprimands shall in the first instance be filed at Step II (of the Grievance Procedure) with the Department Head. Grievances involving other discipline shall be filed in the first instance at Step III with the General Manager.

#### 4617. Layoff/Seniority

In the event that the District determines that it must implement a reduction in force (layoff employees for economic reasons), it will notify the Association in writing forty-five (45) days in advance of the anticipated effective date for the layoffs and meet and confer with the Association regarding a procedure of accomplishing the layoffs as well as are employment procedure for any employees who were adversely impacted by the reduction in force.

#### 4718. Work Hours/Schedules

##### A. Regular Work Schedules

Regular full-time employees shall work forty hours each week.

District Office	Monday through Friday 8:00 a.m. through 5:00 p.m. One hour unpaid lunch
Field Construction, Maintenance and Operations Crews	Monday through Friday 7:00 a.m. through 3:30 p.m. One-half hour unpaid lunch At the discretion of the District, Field Crews may be assigned to report directly to a field location to begin their workday.
Treatment Plant Operators	Specific start and stop times of shifts vary seasonally and are determined by the Operations/ Maintenance Superintendent and approved by the General Manager

based upon the needs of the District.

B. Alternate/Flexible Work Schedule Trial Program

An individual employee's or group of employees' request (i.e. crew) for an alternate/flexible work schedule (e.g. 9/80, 4/10, flexible start/end times) shall be considered on an individual or departmental basis and may be approved provided there is no adverse effect on District operations as determined by the Department Head and General Manager, and at the District's sole discretion. It is understood that such alternate/flexible work schedules may not be permanent. Alternate/flexible work schedules may be revoked upon ten (10) working days notice to the employee or group of employees affected by the revocation.

4819. On-Call Compensation

Construction and Maintenance on-call and stand-by employees are paid on a daily or weekly basis for serving on-call or stand-by duty. Future adjustments to this compensation will be consistent with any adjustments to the District Salary Schedule through the use of the current on-call compensation calculation spread sheet on file with the Auditor-Controller.

With the prior approval of the Operations/Maintenance Superintendent, Ops/EM employees may take three hours of compensating time off in lieu of pay for each day of weekend or holiday on-call duty served.

The above compensation is payment for all on-call activity except for time when the employee must respond in the field. If the assigned on-call employee must respond in the field or is called in to work, overtime shall be paid in accordance with the District's overtime policy.

4920. Holidays

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve afternoon (if regular work day)	December 24
Christmas Day	December 25
New Year's Eve afternoon (if regular work day)	December 31

Holidays falling on Saturday will be observed on the preceding Friday. Holidays falling on Sunday will be observed the following Monday. If Christmas or New Year's Eve falls on a weekend (Saturday or Sunday), a half-day off will be granted to all employees in the afternoon of the preceding business day.

#### Floating Holidays (4)

The District does not observe the below-listed holidays. Instead, employees accrue up to four floating holidays that may be taken on dates selected by the employee and approved by the District.

Lincoln's Birthday	February 12
Admission Day	September 9
Columbus Day	2nd Monday in October
Veteran's Day	November 11

For full-time employees, floating holidays shall accrue as follows: January 1 of each year – one day; July 1 of each year – 3 days. Part-time employees accrue floating holiday time on a pro-rata basis, based on the percentage of their full-time equivalent rate. In no case can an employee take a floating holiday that has not yet been earned. Employees must have prior approval from the District before taking a floating holiday. Employees shall cease to accrue floating holiday leave if their accrued unused balance has reached four days (32 hours – prorated for part-time employees).

#### 2021. Longevity Bonuses

The District agrees to continue its existing practice regarding longevity bonuses.

#### 2122. Wages

~~Effective January 1, 2013, employees shall receive a 1.6% salary increase. Effective October 1, 2013 and on each subsequent October 1 through 2016, employees shall receive a 1.6% salary increase~~

~~Commencing on October 1, 2012, and on each subsequent October 1 of this agreement, employees shall receive a cost of living adjustment (COLA) equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the current year), less 0.3%, except that if said CPI increase is less than 0.3% there shall be no COLA.~~

~~The District may authorize salary increases for specific classifications during the term of this Agreement.~~

Effective October 1, 2018, employees shall receive a 3.8% salary increase. To the extent wages will be retroactive to October 1, 2018, it is subject to the parties reaching an overall Tentative Agreement towards a successor MOU and ratified by the Employee Association's membership on or before December 31, 2018.

Effective October 1, 2019 and on each subsequent October 1 through 2022, employees shall receive a cost of living adjustment (COLA) equal to the percentage change in the CPI as measured by the CPI-U San Francisco Bay Area (September 1 of the previous year through August 31 of the current year), with a minimum (Floor) of 2.0% and a maximum of (Ceiling) of 4.0%.

In the event that the CPI-U San Francisco – Oakland – San Jose (based on year-to-year change from September 1 of the previous year through August 31 of the current year) exceeds 6.0%, the parties agree to reopen Article 21 - Wages of this Agreement and bargain solely for a cost-of-living adjustment applicable to all employees covered by this Agreement.

## 22. ~~Salary/Benefit Survey~~

~~Prior to expiration of this agreement on September 30, 2018, the District shall conduct a salary and benefit survey. Using the 2004 salary survey as a basis, the District and the Association will review the validity of the survey methodology and criteria. If the District and the Association agree upon the methodology and criteria, they shall jointly recommend the agreed-upon methodology and criteria to the Board of Directors (the "Board") for Board approval. If the District and the Association do not agree upon the methodology and/or criteria, each party shall have the right to individually recommend its preferred methodology and/or criteria to the Board. The Board's decision regarding the appropriate methodology and criteria shall be final and not subject to the grievance procedure. The District shall use the Board-approved methodology and criteria to conduct an updated salary survey.~~

23. Pay Day

Payday is on the 5<sup>th</sup> and 20<sup>th</sup> of each month. If the 5<sup>th</sup> and/or 20<sup>th</sup> of the month fall on a weekend or holiday, payday will be the prior business day.

Employees on direct deposit will have their funds available in their individual bank accounts on payday or, many times, the day before. Existing employees are encouraged to enroll in direct deposit, and all new employees shall enroll in direct deposit. A new employee who is either opposed or unable to enroll in direct deposit may appeal this requirement to the General Manager.

24. Duration

This agreement shall be effect from October 1, 2012-2018 through September 30, ~~2018~~2023.

Date: \_\_\_\_\_

\_\_\_\_\_  
NMWD General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
NMWD Employee Association Chair

**EXHIBIT A****NORTH MARIN WATER DISTRICT****JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT****TO FIELD, CLERICAL AND TECHNICAL REPRESENTATION UNIT****Effective ~~December 28, 2012~~ October 1, 2018**

JOB CLASSIFICATION
<b>ADMINISTRATION DIVISION</b>
Receptionist/Cashier
Account/Credit Clerk II
Accounting Clerk II
Field Service Representative
Store Keeper/Safety Coordinator
<b>ENGINEERING DIVISION</b>
Engineering Secretary
Engineering Services Rep
Engineering Technician III
Engineering Technician IV

JOB CLASSIFICATION
<b>CONSTRUCTION/ MAINTENANCE DIVISIONS</b>
Laborer
Pipe Worker Assistant
Pipe Worker
Heavy Equipment Operator
<b>OPERATIONS/MAINTENANCE DEPARTMENT</b>
Building & Grounds Maint Tech I
Cross Connection Control Tech I
Auto/Equipment Mechanic
Technical Assistant II
Electrical/Mechanical Tech
Sr. Electrical/Mechanical Tech

**EXHIBIT B****NORTH MARIN WATER DISTRICT****JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT****TO PROFESSIONAL REPRESENTATION UNIT****Effective ~~December 28, 2012~~ October 1, 2018**

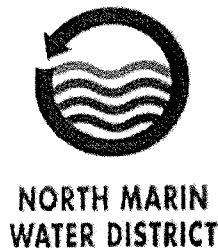
<b>JOB CLASSIFICATION</b>
<b>ADMINISTRATION DIVISION</b>
Senior Accountant
<b>ENGINEERING DIVISION</b>
Water Conservation Coordinator
Associate Civil Engineer
<b>OPERATIONS/MAINTENANCE DEPARTMENT</b>
Laboratory Technician
Chemist I <u>and</u> II
Senior Chemist
<u>Assist. Distrib. &amp; Treatment Plant Operator</u>
<u>Sr. Distribt. &amp; Treatment Plant Operator</u>
<u>Assist Water Distrib &amp; TP Op</u>
<u>Sr. Water Distribution &amp; TP Operator</u>

**EXHIBIT C****NORTH MARIN WATER DISTRICT****JOB CLASSIFICATIONS ELIGIBLE FOR ASSIGNMENT****TO SUPERVISORY REPRESENTATION UNIT****Effective ~~December 28, 2012~~ October 1, 2018**

<b>JOB CLASSIFICATION</b>
<b>ADMINISTRATION DIVISION</b>
Consumer Services Supervisor
<b>OPERATIONS/MAINTENANCE DEPARTMENT</b>
Maintenance Supervisor
Distribution & Treatment Plant Supervisor
Water Quality Supervisor
Operations/Maintenance Superintendent
<b>CONSTRUCTION/MAINTENANCE DEPARTMENT</b>
<u>Distribution</u> /Maintenance Foreman
Pipeline Foreman
Construction/Maintenance Superintendent



**NMWD  
Employee  
Association**



**NEGOTIATIONS 2018**

**Side  
Letter**

**SIDE LETTER AGREEMENT TO THE  
2018 – 2023 NMWD/EMPLOYEE ASSOCIATION  
MEMORANDUM OF UNDERSTANDING**

**DATE:** December 17, 2018

The District and the Employee Association agree to this side letter agreement as follows:

- The District will grant a one-time equity adjustment to the following classifications, effective July 1, 2019: Chemist I (5.5%), Chemist II (3.0%), Senior Chemist (2.5%), Apprentice E/M Tech (3.0%), E&M Tech (3.0%), Senior E&M Tech (3.0%), Laborer (6.5%); Heavy Equipment Operator (2.5%), Foreman (2.5%), Assistant Water Distribution and Treatment Plant Operator (10.5%); Water Distribution and Treatment Plant Operator (10.5%), Senior Water Distribution and Treatment Plant Operator (10.5%), Distribution & Treatment Plant Supervisor (10.5%), and all other classifications (0.5%).
- The District and the Employee Association will review the duties in the Engineering Technician III and IV job descriptions, and if appropriate, make any necessary adjustments.
- The District and the Employee Association will review the duties and salary of the Field Service Representative classification after one year following the adoption of the new Agreement.
- The District agree to review the current dental plan and consider proposals from other plan carriers that would not result in an increase to existing premium costs, and to discuss any proposed changes with the Employee Association.
- The District agrees to the carryover option, as permissible by IRS regulations, which allows an employee can carry over up to \$500 of unused funds to the following plan year.

*italics* = Proposed new language  
~~struck-out, italics~~ = existing language prior section

**bold, underline** = new language  
~~struck-out~~ = removed language

**NMWD  
Employee  
Association**



**NORTH MARIN  
WATER DISTRICT**


**NEGOTIATIONS 2018**

**Side  
Letter**

- Prior to expiration of this agreement on September 30, 2023, the District shall conduct a salary and benefit survey. The District and the Association will review the validity of the survey methodology and criteria. If the District and the Association agree upon the methodology and criteria, they shall jointly recommend the agreed-upon methodology and criteria to the Board of Directors ("the Board") for Board approval. If the District and the Association do not agree upon the methodology and/or criteria, each party shall have the right to individually recommend its preferred methodology and/or criteria to the Board. The Board's decision regarding the appropriate methodology and criteria shall be final and not subject to the grievance procedure. The District shall use the Board-approved methodology and criteria to conduct an updated salary survey.

This side letter will sunset upon the expiration of the 2018 – 2023 Memorandum of Understanding.

For the District

  
Christopher Boucher      Date  
Chief Negotiator

For the Employee Association

  
Jeff Corda      12-17-18  
Chairperson      Date

*Italics* = Proposed new language  
~~*struck-out, italics*~~ = existing language prior section

**bold, underline** = new language  
~~**struck-out**~~ = removed language

***NORTH MARIN WATER DISTRICT  
Employee Salary Ranges and Job Classifications  
Represented by Employee Association***

1/8/2019

Effective October 1, 2018

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>ADMINISTRATION DEPARTMENT</u></b>					
Receptionist/Cashier	4,619	4,851	5,094	5,349	5,616
Account/Credit Clerk II	5,100	5,355	5,623	5,904	6,199
Accounting Clerk II	5,100	5,355	5,623	5,904	6,199
Field Service Representative	5,138	5,395	5,664	5,947	6,244
Storekeeper/Safety Coordinator	5,685	5,969	6,267	6,582	6,911
Consumer Services Supervisor	7,207	7,567	7,945	8,342	8,760
Senior Accountant	7,526	7,901	8,296	8,711	9,148
<b><u>CONSTRUCTION / MAINTENANCE DEPARTMENT</u></b>					
Laborer	4,317	4,533	4,760	4,998	5,248
Pipe Worker Assistant	4,909	5,154	5,412	5,683	5,967
Pipe Worker	5,685	5,969	6,267	6,582	6,911
Heavy Equipment Operator	5,786	6,075	6,379	6,698	7,033
Distribution Maintenance Foreman	6,767	7,105	7,460	7,833	8,224
Pipeline Foreman	6,767	7,105	7,460	7,833	8,224
Construction/Maintenance Superintendent	9,532	10,009	10,509	11,034	11,586
<b><u>ENGINEERING DEPARTMENT</u></b>					
Engineering Secretary	5,308	5,574	5,853	6,146	6,453
Engineering Services Rep	5,809	6,099	6,404	6,724	7,060
Engineering Technician IV	6,914	7,260	7,623	8,004	8,405
Water Conservation Coordinator	8,994	9,444	9,916	10,412	10,933
Associate Civil Engineer	9,279	9,743	10,229	10,740	11,276

**NORTH MARIN WATER DISTRICT**  
**Employee Salary Ranges and Job Classifications**  
**Represented by Employee Association**

1/8/2019

Effective October 1, 2018

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>OPERATIONS / MAINTENANCE DEPARTMENT</u></b>					
Building & Grounds Maint Assistant	4,317	4,533	4,760	4,998	5,248
Program Assistant I	4,661	4,893	5,138	5,394	5,664
Cross Connection Control Tech I	4,999	5,249	5,511	5,786	6,075
Assistant Water Distrib & TP Operator	5,211	5,471	5,745	6,033	6,335
Apprentice Electrical/Mechanical Tech	5,322	5,588	5,867	6,160	6,468
Program Assistant II	5,664	5,948	6,244	6,556	6,884
Auto/Equipment Mechanic	5,685	5,969	6,267	6,582	6,911
Chemist I	5,918	6,214	6,525	6,851	7,192
Cross Connection Control Tech II	6,076	6,380	6,699	7,035	7,387
Electrical/Mechanical Technician	6,246	6,558	6,886	7,230	7,592
Water Distrib & TP Operator	6,486	6,810	7,151	7,509	7,884
Senior Electrical/Mechanical Tech	6,767	7,105	7,460	7,833	8,225
Senior Water Distrib & TP Operator	7,219	7,580	7,959	8,357	8,775
Chemist II	7,219	7,580	7,959	8,357	8,775
Senior Chemist	7,940	8,337	8,754	9,192	9,651
Maintenance Supervisor	8,050	8,452	8,875	9,319	9,785
Distrib & Treatment Plant Supervisor	8,733	9,169	9,627	10,108	10,616
Water Quality Supervisor	9,480	9,954	10,452	10,975	11,524
Operations/Maintenance Superintendent	10,660	11,193	11,753	12,341	12,957

***NORTH MARIN WATER DISTRICT  
Employee Salary Ranges and Job Classifications  
Represented by Employee Association***

1/8/2019

Effective July 1, 2019

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>ADMINISTRATION DEPARTMENT</u></b>					
Receptionist/Cashier	4,642	4,875	5,119	5,375	5,644
Account/Credit Clerk II	5,125	5,381	5,650	5,933	6,230
Accounting Clerk II	5,125	5,381	5,650	5,933	6,230
Field Service Representative	5,164	5,422	5,692	5,977	6,276
Storekeeper/Safety Coordinator	5,714	6,000	6,300	6,617	6,948
Consumer Services Supervisor	7,243	7,605	7,985	8,384	8,804
Senior Accountant	7,563	7,940	8,337	8,754	9,193
<b><u>CONSTRUCTION / MAINTENANCE DEPARTMENT</u></b>					
Laborer	4,598	4,828	5,069	5,322	5,588
Pipe Worker Assistant	4,933	5,180	5,439	5,711	5,997
Pipe Worker	5,714	6,000	6,300	6,617	6,948
Heavy Equipment Operator	5,930	6,227	6,538	6,865	7,208
Distribution Maintenance Foreman	6,937	7,284	7,648	8,030	8,431
Pipeline Foreman	6,937	7,284	7,648	8,030	8,431
Construction/Maintenance Superintendent	9,580	10,059	10,562	11,090	11,645
<b><u>ENGINEERING DEPARTMENT</u></b>					
Engineering Secretary	5,335	5,602	5,882	6,176	6,485
Engineering Services Rep	5,838	6,130	6,437	6,759	7,097
Engineering Technician IV	6,949	7,296	7,661	8,044	8,447
Water Conservation Coordinator	9,039	9,491	9,966	10,464	10,987
Associate Civil Engineer	9,325	9,791	10,280	10,794	11,333

***NORTH MARIN WATER DISTRICT  
Employee Salary Ranges and Job Classifications  
Represented by Employee Association***

1/8/2019

Effective July 1, 2019

JOB CLASSIFICATION	Beg Monthly	6 Mo Monthly	18 Mo Monthly	24 Mo Monthly	Merit Monthly
<b><u>OPERATIONS / MAINTENANCE DEPARTMENT</u></b>					
Building & Grounds Maint Assistant	4,339	4,556	4,784	5,023	5,274
Program Assistant I	4,684	4,917	5,163	5,420	5,691
Cross Connection Control Tech I	5,024	5,275	5,539	5,815	6,106
Assistant Water Distrib & TP Operator	5,758	6,046	6,348	6,666	6,999
Apprentice Electrical/Mechanical Tech	5,481	5,755	6,043	6,345	6,662
Program Assistant II	5,693	5,978	6,276	6,590	6,920
Auto/Equipment Mechanic	5,714	6,000	6,300	6,617	6,948
Chemist I	6,243	6,555	6,883	7,227	7,586
Cross Connection Control Tech II	6,107	6,412	6,733	7,071	7,425
Electrical/Mechanical Technician	6,433	6,755	7,093	7,448	7,820
Water Distrib & TP Operator	7,168	7,525	7,901	8,296	8,711
Senior Electrical/Mechanical Tech	6,801	7,141	7,498	7,873	8,267
Senior Water Distrib & TP Operator	7,977	8,376	8,795	9,235	9,697
Chemist II	7,436	7,808	8,198	8,608	9,038
Senior Chemist	8,138	8,545	8,972	9,421	9,891
Maintenance Supervisor	8,090	8,495	8,920	9,366	9,834
Distrib & Treatment Plant Supervisor	9,650	10,133	10,640	11,172	11,734
Water Quality Supervisor	9,527	10,003	10,503	11,028	11,579
Operations/Maintenance Superintendent	10,714	11,250	11,813	12,404	13,023

North Marin Water District  
Employee Association Negotiations  
Financial Analysis of Tentative Agreement

Terms	% Change						CPI Projected 3.50%
		Year 1 Annual Cost	Year 2 Annual Cost	Year 3 Annual Cost	Year 4 Annual Cost	Year 5 Annual Cost	Total Contract Cost - 5 Yr
Cost of Living Adjustments	<b>3.80%</b>	234,200	223,900	231,700	239,800	248,200	<b>1,177,800</b>
<i>Equity Adjustments</i>							
Laborer	6.50%	4,500	18,600	19,300	20,000	20,700	<b>83,100</b>
Heavy Equipment Operator	2.50%	1,350	5,600	5,800	6,000	6,200	<b>24,950</b>
Foreman	2.50%	2,350	9,700	10,000	10,400	10,800	<b>43,250</b>
Assistant Water Distribution & TP Operator	10.50%	7,600	31,500	32,600	33,700	34,900	<b>140,300</b>
Water Distribution & TP Operator	10.50%	3,150	13,000	13,500	14,000	14,500	<b>58,150</b>
Senior Water Distribution & TP Operator	10.50%	3,350	13,900	14,400	14,900	15,400	<b>61,950</b>
Water Distribution & TP Supervisor	10.50%	4,250	17,600	18,200	18,800	19,500	<b>78,350</b>
Chemist I	5.50%	1,500	6,200	6,400	6,600	6,800	<b>27,500</b>
Chemist II	3.00%	2,000	8,300	8,600	8,900	9,200	<b>37,000</b>
Senior Chemist	2.50%	925	3,800	3,900	4,000	4,100	<b>16,725</b>
Apprentice E&M Tech	3.00%	1,475	6,100	6,300	6,500	6,700	<b>27,075</b>
E&M Tech	3.00%	875	3,600	3,700	3,800	3,900	<b>15,875</b>
Christmas Eve & New Years Eve 1/2 day Holidays		-	-	-	-	26,500	<b>26,500</b>
Vacation Days Accrual rate 20 hours 15-20 Years		6,900	7,100	7,300	7,600	7,900	<b>36,800</b>
<b>Total Cost of Proposal</b>		<b>274,425</b>	<b>368,900</b>	<b>381,700</b>	<b>395,000</b>	<b>435,300</b>	<b>1,855,325</b>

*Note: The equity adjustments for the Laborer, Heavy Equipment Operator, Foreman, Assistant Water Distribution & Treatment Plant Operator, Water Distribution & Treatment Plant Operator, Senior Water Distribution & Treatment Plant Operator, Water Distribution & Treatment Plant Supervisor, Chemist I, Chemist II, Senior Chemist, Apprentice E&M Tech, and E&M Tech classifications will take effect July 1, 2019. An additional 0.5% equity adjustment for all other classifications will be effective July 1, 2019 (costs are included in the Cost of Living Adjustments column).*

9



**MEMORANDUM**

To: Board of Directors

January 11, 2019

From: Julie Blue, Auditor/Controller

Subj: AMI Opt-Out Options – 22 Aronia Lane  
t:\aclboard reports\board memos\2019\ami opt-out options 01.2019.docx

**RECOMMENDED ACTION:** Information Only

**FINANCIAL IMPACT:** None

As part of the AMI installation project, thirty one meters and/or registers have been installed for the San Marin Valley Home Owners Association (HOA). Included in the upgrades was the register installation at 22 Aronia Lane on August 24, 2018. Following installation, the homeowner contacted staff regarding concerns he has related to the AMI meters. A field service representative visited the property and spoke with Mr. Greg Larsen about these concerns. On a number of occasions since, Mr. Larsen has contacted office staff expressing continued AMI concerns. He was made aware of the AMI Opt-Out Policy which allows the customer of record to opt-out of the installation of an AMI meter, for a fee of \$10/billing cycle. In this case the customer is the San Marin Valley HOA. Mr. Larsen has requested an opportunity to share his concerns with the Board of Directors (see attached). Staff is open to continue to work with Mr. Larsen/Ms. Ajello and the HOA on any feasible options to implement the District's AMI Opt-Out Policy.

## Terrie Kehoe

---

**From:** Larsen <boston2@dslextrreme.com>  
**Sent:** Wednesday, January 09, 2019 4:34 PM  
**To:** Julie Blue  
**Cc:** Terrie Kehoe  
**Subject:** Julie Blue -- Larsen EMF Story + Board Time Request.  
**Attachments:** NMWD\_EMF\_Adverse\_Effects\_Larsen.doc

Hi Julie & Terrie -- Attached is the story of our experience with the NMWD wireless water meters and some telling cites regarding known the known adverse effects associated with microwave technology.

//

Also, please consider this to be our formal request to share our story with the NMWD Board for 5-10 minutes .

//

Thank you sincerely for your attention and patience in helping all of us to understand this new technology and how best to mitigate its possible adverse effects on some of us, due to either our personal sensitivity or the concentration of meters in a specific neighborhood location.

//

Thanks,  
Greg Larsen & Margarita Ajello  
415 209-9320

## To Whom It May Concern:

On about roughly **9-1-18**, my wife, Margarita, first mentioned to me that she was hearing a "**morse code**" like noise that was so loud and annoying that it would make it very difficult to sleep or focus on work. About that same time, I started feeling a very intense, uncomfortable "**tactile sensation**" on different places on my torso or arms, that I can only describe as a cross between ants crawling on you and static electricity. This tactile sensation could not be ignored and was so distracting that I could barely work in my home office, as one cannot help but want to try to brush it away. At first, we had no inkling that Margarita's morse code noise and my tactile sensation might have a common source.

In discussing **frequency**, **KHz** = thousands of Hertz/sec, **MHz** = millions of Hertz/sec, and **GHz** = billions of Hertz/sec. The **Radio Frequency (RF) range** is **3 KHz to 300 GHz**. At the upper end of RF range is the **Microwave range, 300 MHz to 300 GHz**. The frequency of NMWD wireless water meters is **900 MHz**. So, to be precise, these water meters are **microwave devices**.

Simple aluminum foil from the kitchen will block microwave energy. To prove this, simply wrap your **2.5 GHz** cell phone in aluminum foil like a burrito (with ends tucked over), try to call your cell phone with another phone, and notice that your cell phone will not ring (signal is blocked).

To determine whether Margarita's morse code noise was internal or external, we had her place a big square of aluminum foil over both ears, and the morse code noise was immediately, greatly diminished or even eliminated depending on the orientation of her head. This experiment was repeated with the same result. This proved the noise source was **external**.

We then started looking around the house and neighborhood for obvious devices that might be the source of the noise. For example, we had our neighbor turn off her new electronic mosquito zapper to no avail.

We have had **15 PG&E microwave Smart Meters** around our townhouse for years and never noticed an adverse effects from them. However, to eliminate them as a noise source, I "dampened" the energy from each one with 1 layer of aluminum mesh, which was not enough to interfere with their operation. This actually helped a tiny bit, which led us to believe we were on the right track.

Next, noticing the circular discs on top of the water valve access boxes, we called NMWD and asked if their **3 water meters** around our townhouse were wireless and when they were installed, as we had no knowledge regarding their installation. NMWD confirmed (1) their wireless water sensors generated microwave frequencies and (2) they had been installed on **8-24-18**, coincidentally at the same time we estimated our symptoms first started. We then started to dampen the NMWD water meters with aluminum mesh on about **12-6-18** with the knowledge and permission of the NMWD. This did not eliminate our symptoms, but greatly abated them. Bingo! Finally, some relief! However, our symptoms have continued, even though each water meter has been covered with 6 layers of aluminum mesh. How strong a signal is that?! p.s. Our electrosmog meter also confirmed that the NMWD water meters are spiking into the red every **15 seconds**, not every **15 minutes** as apparently alleged by the wireless industry.

Are our symptoms unique? No. Google "**NoiseHelp Morse Code Tinnitus**" and the first search result is a page titled "**Sounds Like Morse Code to Me**" where literally hundreds of people have reported this noise and spent thousands of dollars on ENT docs to no avail. Not one of those hundreds of tortured people have figured out that their morse code tinnitus is not internal, but likely caused by an external wireless Smart Meter of some kind.

**Dr. Anthony B. Miller MD**, an expert cancer researcher and advisor to the **World Health Organization's International Agency for Research on Cancer (IARC)** opined in **2017** that recent, mounting evidence from scientists around the world cannot be ignored and RF Radiation should be reclassified from a Group 2B "possible" human carcinogen to a **Group 1 "known" human carcinogen**. So, given that our townhouse is completely surrounded, like the Alamo, by **18 microwave generators** (15 + 3), is it reasonable to expect that we might notice this intense, unnatural energy in some fashion, eg. a noise or skin sensation? Yes!  
( <https://www.emfacts.com/2017/08/cancer-expert-declares-cell-phone-and-wireless-radiation-as-carcinogenic-to-humans/> )

**"90 percent** of the **200 existing studies** included in the National Institutes of Health's **PubMed database** on the oxidative effects of wireless radiation—its tendency to cause cells to shed electrons, which can lead to **cancer and other diseases**—have found a significant impact, according to a survey of the scientific literature conducted by Henry Lai. **Seventy-two percent** of **neurological studies** and **64 percent** of **DNA studies** have also found **effects**." (1st link). "The recent epidemiological studies strengthen and support the conclusion that RFR should be categorized as **carcinogenic to humans (IARC Group 1)**." (2nd link).  
( <https://www.thenation.com/article/how-big-wireless-made-us-think-that-cell-phones-are-safe-a-special-investigation/> )  
( <https://www.ncbi.nlm.nih.gov/pubmed/30196934> -- 2018 )

Back in **2004**, the **IARC** found that after **10 years** of using a **microwave cell phone** for just **30 minutes per day**, one's risk of a **brain cancer** (glioblastoma ) was increased by **40%**. (2nd link). Now, working or sleeping at home, people might be exposed to these NMWD water meters **10-24 hours per day**. With such **constant exposure**, how many months before this exposure might result in a **cancer cluster**?  
( <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5504984/> -- 2017 )  
( <https://www.sciencedaily.com/releases/2011/05/110531133115.htm> -- 2011 )

( end )

10

## MEMORANDUM

To: Board of Directors

January 11, 2019

From: Julie Blue, Auditor/Controller 

Subj: Annual Report on Board Compensation

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**RECOMMENDED ACTION:** Information Only**FINANCIAL IMPACT:** \$35,697 Expense - Calendar Year 2018

To comply with the requirements of Assembly Bill No. 2040 and Assembly Bill 1234, the District prepares a yearly report of the annual compensation and expense reimbursements paid to each board member. This report is a summary of compensation and expense reimbursements for calendar year 2018. Assembly Bill No. 2040 requires special districts to annually report, and post on its website, the annual compensation of its elected officials. Assembly Bill No. 1234 requires special districts to disclose the reimbursements made to its elected officials. There were no expense reimbursements made to the Board of Directors in calendar year 2018. Within this memo compensation is categorized in the following manner:

1. Regular and Special Board Meetings
2. Advisory Committees, Councils, and Forums
  - a. North Bay Reuse Authority
  - b. North Bay Watershed Association
  - c. Sonoma County Water Agency – Water Advisory/Technical Advisory

The following compensation and reimbursements meet the guidelines established by District policy and have been paid to, or on behalf of, the individual board members.


Compensation Type	Jack Baker	Rick Fraites	James Grossi	Michael Joly	Stephen Petterle
Regular/Special Board Meetings	\$ 5,838	\$ 6,513	\$ 5,844	\$ 6,513	\$ 5,838
Advisory Committees and Councils	\$ 3,357	\$ 1,569	\$ 225	\$ -	\$ -
<b>Total</b>	<b>\$ 9,195</b>	<b>\$ 8,082</b>	<b>\$ 6,069</b>	<b>\$ 6,513</b>	<b>\$ 5,838</b>

**11**

## MEMORANDUM

To: Board of Directors

January 11, 2019

From: Robert Clark, Operations / Maintenance Superintendent 

Subj: AMI Project Progress Report

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**RECOMMENDED ACTION:** Information Only**FINANCIAL IMPACT:** None at this time

The Advanced Meter Infrastructure (AMI) project is now in week 43 of the full implementation phase. NMWD staff has delayed some installation progress due to a lag in material deliveries. Customer service billing data transfers and support for our customers has continued while our staff gains more confidence using the new software. We currently have 90 percent of the planned services converted to the AMI system and have begun to adjust to the new process of meter reading. With the final material order delayed for an inventory count, the project is now expected to run through February 2019 for all of the contracted service conversions. Project costs through December are \$5.2 million (95%) of the total estimated project costs of \$5.5 million.

Our staff focus over the past few weeks has been on inventory management, database updates and customer service tracking. We did experience a short 5 day data interruption after the N-Sight program ran an internal update that caused the server to overload. Ferguson staff responded quickly and none of our customer access accounts were affected.

Moving forward our efforts have begun to focus on project closeout with just 1,971 services to be completed; Ferguson has placed the final material order (450 meters) which is scheduled to arrive the first week of February.



12

## MEMORANDUM

TO: Board of Directors  
 FROM: Rocky Vogler, Chief Engineer *RW*  
 SUBJ: Project Update – PRE Tank 4A Replacement  
R:\Folders by Job No\6000 jobs\6263.20 PRE Tank 4A\BOD Memos\1-15-19 Project Update.doc

January 11, 2019

**RECOMMENDED ACTION:** Information Only

**FINANCIAL IMPACT:** None

On September 13, 2018, the Marin County Deputy Zoning Administrator approved the Coastal Permit for the District's PRE Tank 4A project in West Marin. The Young family appealed that decision, and on October 22, 2018 the Marin County Planning Commission upheld the Young family's appeal and required the District to reduce the planned tank height by three feet and pay an unspecified amount to the Young family for landscape screening. The District appealed the Planning Commission's decision to the Marin County Board of Supervisors. On December 18, 2018, the Marin County Board of Supervisors upheld the District's appeal, allowing the District to maintain the planned approximate 21-foot tank height (above grade), but also required the District to pay \$5,000 to the Young family for landscape screening.

The Young family (or other appellant) had 10 business days from the date of the Board of Supervisor's decision to appeal with the California Coastal Commission. However, the Coastal Commission does not recognize commencement of the appeal period until the County submits the Final Local Action Notice (FLAN) to the Coastal Commission. County staff neglected to issue the FLAN, and as such, the appeal window is still open and will not close until 10 business days from the date the Coastal Commission receives the FLAN from the County. District staff has contacted both the Coastal Commission and the County to raise awareness of the issue and assist with coordination. The Coastal Commission has indicated that it will typically hold a hearing for any appeals within 49 days of the appeal being received.

Previously on September 18, 2018, the Board approved bid advertisement for the PRE Tank 4A project. The following tentative dates have been updated and are listed with associated action items:

Advertise Project	January 18, 2019
Pre-bid Meeting (tentative)	February 5, 2019
Bid Opening	February 19, 2019
Board Authorization of Award	March 5, 2019

Notice of Award	March 19, 2019
Contractor Notice to Proceed	April 1, 2019
Construction Complete	December 2019

Although it is possible that further appeal may be filed with the Coastal Commission, District staff intends to proceed with the project as currently scheduled.

13



## North Bay Watershed Association

Board Meeting Notice

### January 11, 2019

9:30 am – 11:30 pm  
Marin Municipal  
Water District  
220 Nellen Ave.  
Corte Madera, CA  
94925

### Next Meeting

February 1st, 2019  
9:30 am – 11:30 pm  
Petaluma Community Center  
320 N McDowell Blvd  
Petaluma CA 94954

## Board Meeting Agenda

- |   |          |
|---|----------|
| <b>1. Call to Order</b><br><i>Jack Gibson, Chair</i>  | 9:30 am  |
| <b>2. Public Comment</b>  |          |
| <b>3. Approval of Agenda</b><br><i>Action: Approve</i>  | 1 min.   |
| <b>4. Approval of Minutes</b><br><i>Action: Approve</i>   | 1 min.   |
| <b>5. Treasure's Report</b><br><i>Action: Approve</i>   | 1 min.   |
| <b>6. New Water-Use Efficiency Legislation</b><br>Gov. Brown signed recently signed two new conservation bills. Presentors will review the new laws and the impacts on residents and water agencies.<br><i>Sean McNeil, City of Santa Rosa</i><br><i>Lon Peterson, MMWD</i> | 9:45 am  |
| <b>7. Overview of Draft Strategies</b><br><i>Judy Kelly, Executive Director</i><br><i>Chris Choo, Marin County</i><br><i>Action: Board feedback &amp; recommendations</i>   | 10:20 am |
| <b>7. State Board Action on Bay Inflow</b><br><i>Steven Moore, GM, Ross Valley SD</i><br><i>Information</i>   | 11:00 am |
| <b>8. New Faces: Introductions</b><br><i>Meet Ben Horenstein, new GM for MMWD</i><br><i>Meet new rep from Solano County Water - tentative</i>   | 11:15 am |
| <b>9. Announcements, Next Month Items</b><br><i>*Steven R. Ritchie, Assistant General Manager, Water Enterprise, San Francisco PUC</i><br><i>*Fish and Habitat Restoration in Action:</i><br><i>A tour of the Casa Grande Fish Hatchery.</i>                                | 11:25 am |

**14**

**DISBURSEMENTS - DATED JANUARY 10, 2019**

Date Prepared 1/8/19

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:




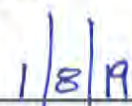
Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 12/31/18	\$141,771.99
EFT*	US Bank	Federal & FICA Taxes PPE 12/31/18	56,040.76
EFT*	State of California	State Taxes & SDI PPE 12/31/18	11,217.48
EFT*	CalPERS	Pension Contribution PPE 12/31/18	34,042.23
EFT*	CalPERs	January Health Insurance Premium (Employees \$51,666, Retirees \$12,131 & Employee Contribution \$9,169)	72,965.12
90134	US Bank Card	Admin Lunches (\$198), Adobe Acrobat Software (\$299), Mainscape Support Services (\$150), Office Supplies & Misc (\$102), Monitor (\$324), Pressure Gauges (20) (\$80), CEQA Class (\$400) (Vogler) & Negotiation Lunches (\$85)	1,641.82
1	A.S.T.I.	Annual Fire Service Testing (10)	1,105.00
2	Athens Administrators	Replenishment for Checks Written (12/1-12/31/18) (\$1,740) & January Monthly Fee	2,740.00
3		Cafeteria Plan Reimbursement	208.33
4	Backflow Distributors	4" DCDA for Redwood Landfill Parts for Backflow Repairs	2,917.18
5	Behbehani, Mandy	Refund Alternative Compliance Reg 15 Deposit	315.00
6	Borges & Mahoney	Pump Maintenance Kits (7) (\$1,218) & pH Probe	1,571.37
7	Brown, Chris	Refund of Deposit/New Development/WC Restriction-Novato	1,000.00
8	California Sanitation Risk Mgmt.	2019 O.M. Liability Insurance (12/31/18-12/31/19)	2,112.55
9	Dell Computers	SCADA Upgrade Computers & Monitors for STP	6,174.33

Seq	Payable To	For	Amount
10	GHD	Prog Pymt #10: Lynwood Pump Station (Balance Remaining on Contract \$35,451)	12,889.50
11	Ghilotti Bros	Refund Security Deposit on Hyd Meter Less Final Bill	672.91
12	Glenister, Juila	Refund Overpayment on Closed Account	72.51
13	Grainger	20V Batteries (3) (\$374), Glass Protectors for Sandblaster, Rodent Traps for Office, Knee Boots, Brushes (2), Plier Set, Pipe Wrenches (5), Bypass Pruner, 12 VDC Battery, Couplings (2), Ear Muffs (2) & Battery Backups for STP (2) (\$225)	1,297.16
14	International Fire	Annual Fire Extinguisher Service	1,903.10
15	Lane, Mike & Maria	Refund Overpayment on Closed Account	202.25
16	Lincoln Life	Deferred Compensation PPE 12/31/18	8,917.32
17	Maeiro, Thomas	Refund Security Deposit on Hyd Meter Less Final Bill	725.75
18	Marin County Parks	Refund Security Deposit on Hyd Meter Less Final Bill	812.72
19	Miller Pipeline	Refund Security Deposit on Hyd Meter Less Final Bill	460.97
20	Nationwide Retirement Solution	Deferred Compensation PPE 12/31/18	1,750.00
21	Novato, City of	Street Excavation Moratorium Fee (38 Robinhood Dr)	500.00
22	Open Spatial	Software Subscription Renewal (Vogler) (10/18- 10/19) (Budget \$9,200) (\$8,760) & Prog Pymt#2: Support Services for Facility Map GIS/Auto Cad (Balance Remaining on Contract \$6.00)	12,075.00
23	Pace Supply	Full Circle Clamps (2) (\$508), Gasket, Meter Stop, Angle Meter Stops (25) (\$997), Brass Couplings (4), Nuts & Bolts (8) & PVC Pipe (20) (\$175)	2,440.02
24	Pavement Coatings	Refund Security Deposit on Hyd Meter Less Final Bill	841.11



Seq	Payable To	For	Amount
25	Phillips, Diana	Novato "Washer Rebate" Program	50.00
26	Prunuske Chatham	Refund Security Deposit on Hyd Meter Less Final Bill	725.75
27	Quincy Compressor	Filters for Both Compressors and Air Dryers @ STP to Perform 4000 Hour Service	611.94
28	Randall Bros. Automotive	Smog Inspections (4) ('08 F250, '09 Toyota Prius, '10 F150 & '08 Chevy Colorado)	240.00
29		Vision & Cafeteria Plan: Uninsured Medical Reimbursement	535.05
30	Safeguard Business Systems	Laser Checks (5,000)	558.38
31	Service Station Systems	Gas Pump Repair	4,174.62
32	State Water Resources Control	D2 Certification Renewal (Kurfirst) (1/19-1/22) (Budget \$80)	80.00
33	VWR International	Sterility Indicators (1,000) (Lab)	151.36
34	White Cap Construction	Materials for STP Clearwell Recoat Project	768.62
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$389,279.20</u></b>

The foregoing payroll and accounts payable vouchers totaling \$389,279.20 are hereby approved and authorized for payment.

	
Auditor-Controller	Date
	
General Manager	Date

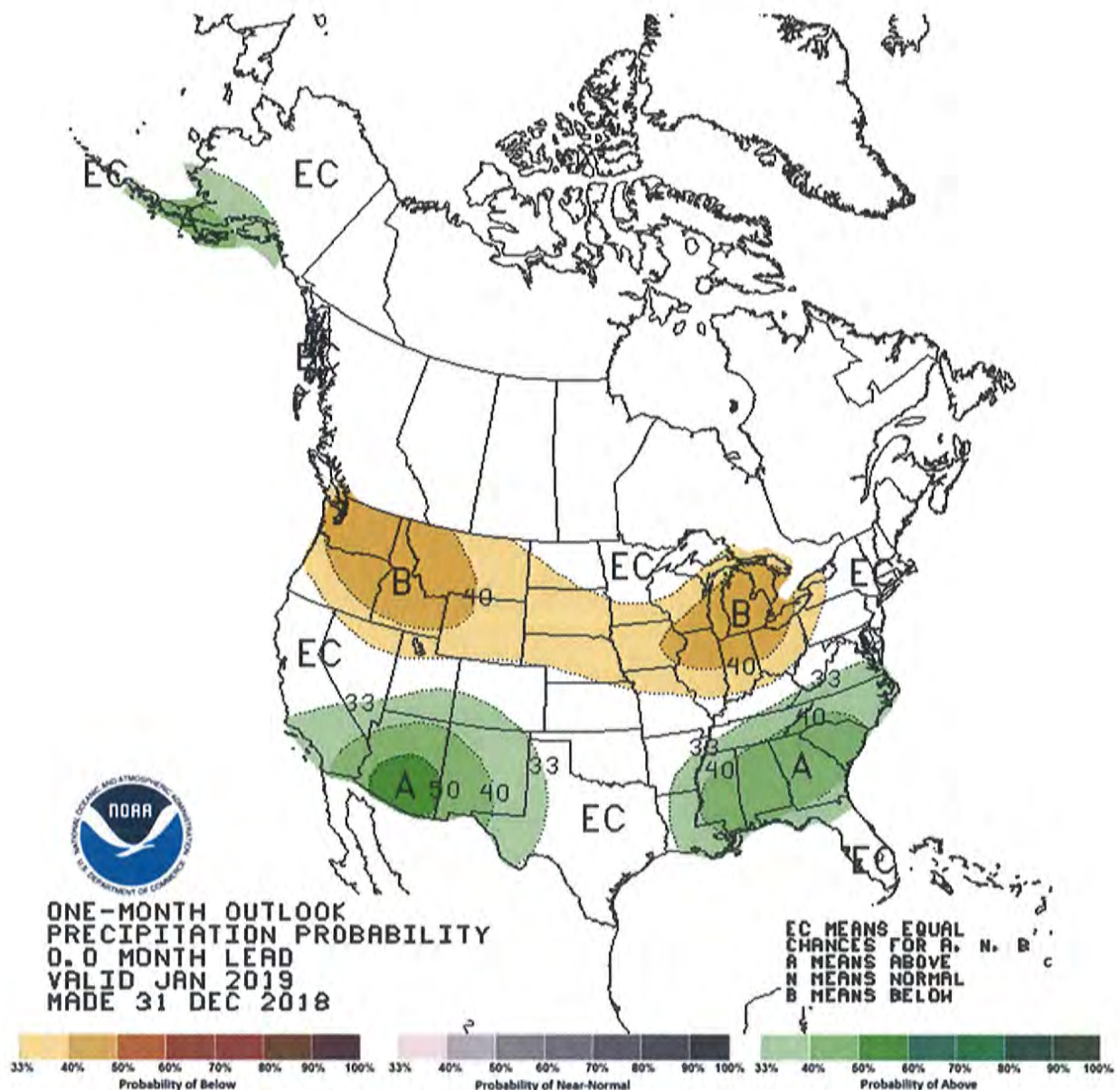
# One-Month Outlook

## Revised OFFICIAL Forecasts

January 2019

### Precipitation Probability

<http://www.cpc.ncep.noaa.gov/products/predictions/30day/>



**UPDATED MONTHLY FORECASTS SERVICE CHANGE NOTICE**  
**EXPERIMENTAL TWO-CLASS SEASONAL FORECASTS**

## MEMORANDUM

To: Drew McIntyre, General Manager

Date 1/11/2019

From: Tony Arendell, Construction/Maintenance Superintendent

TA

Subject: Damage to 18-inch Steel Main at San Marin Dr. & Novato Blvd (Job 1 1200.19)

k:\const sup\2019\18 in main leak at novato and san marin dr memo final.docx

Below is a detailed description of the events leading up to the damage to the 18-inch water main on December 15, 2018.

- NMWD received the first USA ticket request (X832200357) on November 18, 2018 for Fiberco. The work was to begin on November 21. We completed marking the water line for the ticket on November 19.
- NMWD received a follow up USA message on November 30 stating that only NMWD had marked their utilities. All other utilities had not been marked. A second follow-up message asked all utilities to call 916-384-7362. Corey visited the site on Saturday December 1 along with the contractor's foreman and City of Novato inspector (Mr. Dudley Helbing).
- PG&E completed their utility locating on December 4 and UTI located theirs (i.e., cable TV and telephone) on November 30.
- NMWD received an extension request for this ticket on December 12 stating no re-marking was requested.

NMWD and all other utilities used chalk to mark their utilities due to the City of Novato requirement to use spray chalk on all USAs within the city limits. Because of the high traffic over the 18-inch steel water main and rain in the area the marks were wiped out. The marks for the 8-inch AC water main in the bike lane adjacent to the road were still visible at the time of the leak.

- What NMWD will do to prevent this from happening again?
  - Moving forward, NMWD will use paint to mark our utilities during the period of October 1 thru March 31.
  - NMWD will take pictures of all USA markings and electronically attach them to the USA ticket so that we have a record of the marks on the ground.




## Russian River Watershed by Reach

— East Fork Russian River

— Upper Reach

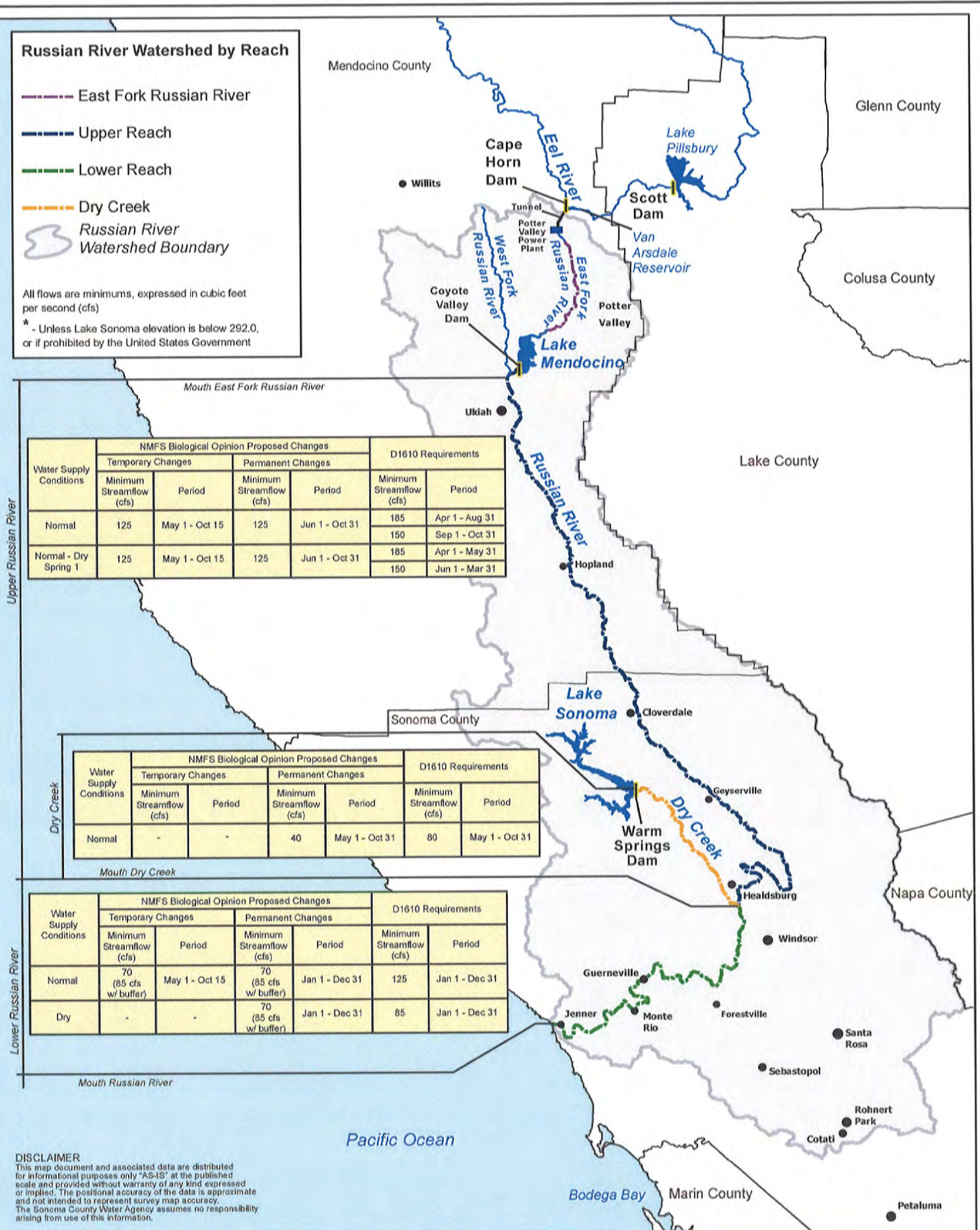
— Lower Reach

— Dry Creek

 Russian River Watershed Boundary

All flows are minimums, expressed in cubic feet per second (cfs)

\* - Unless Lake Sonoma elevation is below 292.0, or if prohibited by the United States Government



### DISCLAIMER

This map document and associated data are distributed for informational purposes only "AS-IS" at the published scale and provided without warranty of any kind expressed or implied. The positional accuracy of the data is approximate and not intended to represent survey map accuracy. The Sonoma County Water Agency assumes no responsibility arising from use of this information.



## Fish Habitat Flows and Water Rights Project Russian River Biological Opinion Recommendations

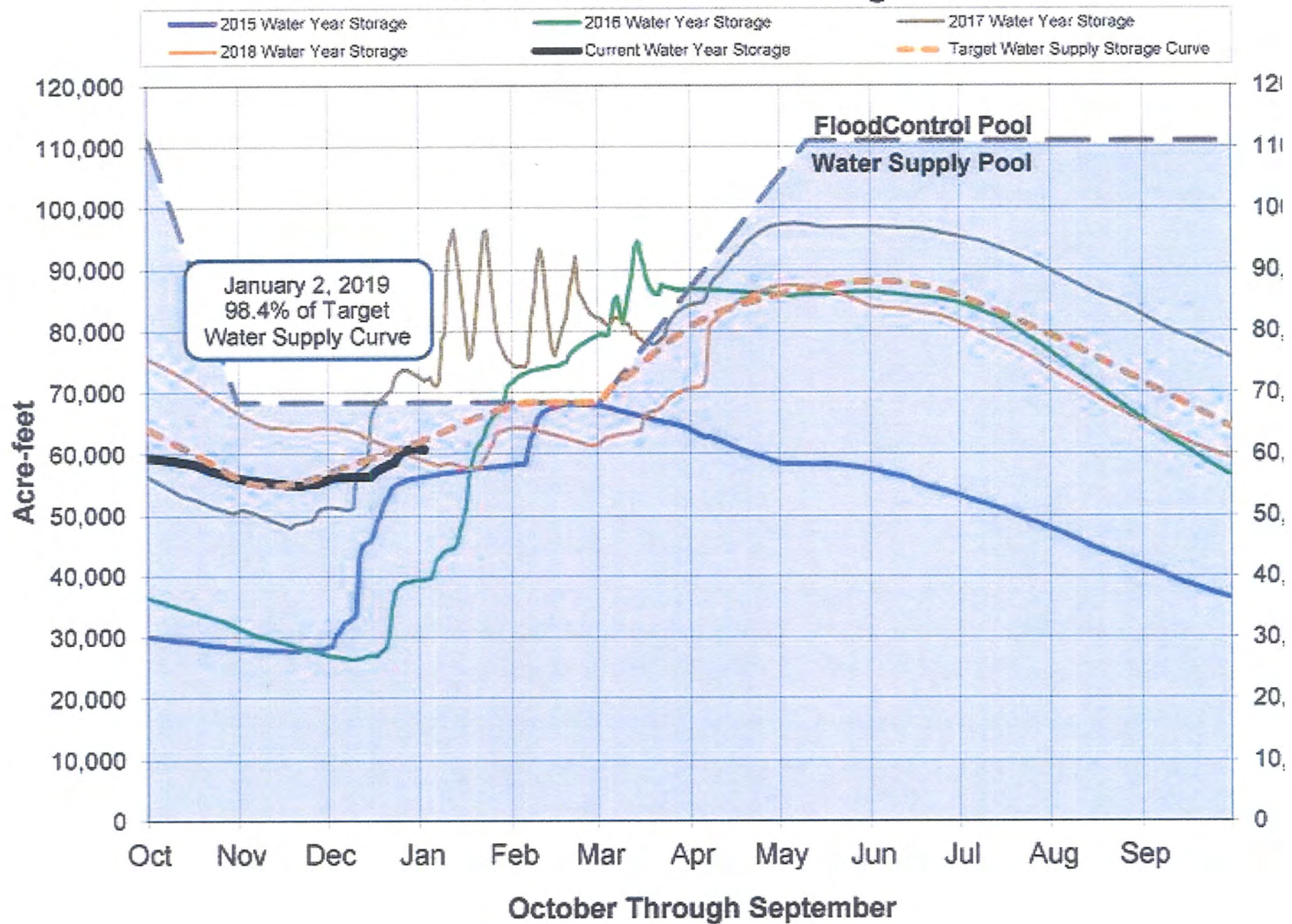


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Miles

Figure  
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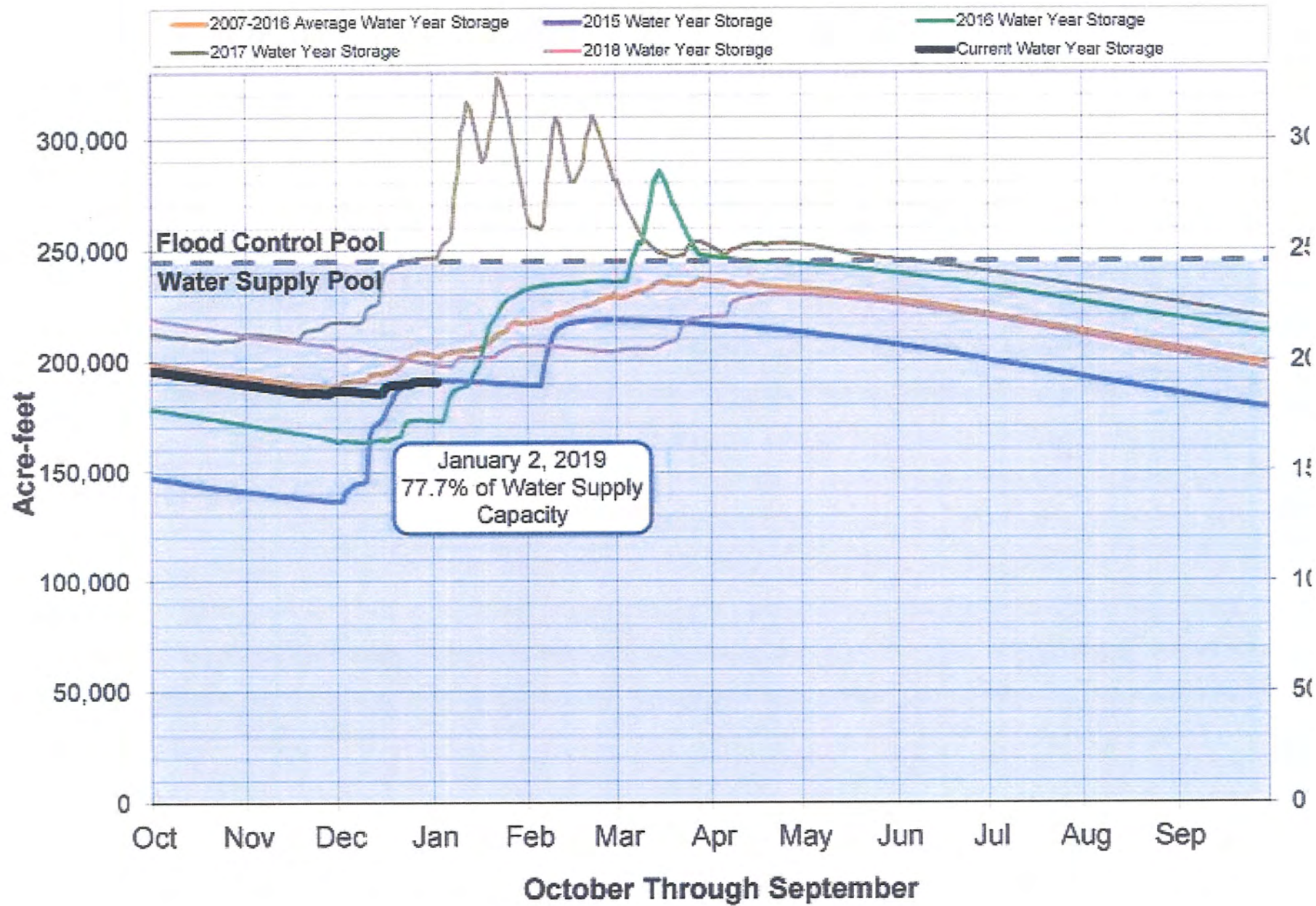


# Lake Mendocino Storage





# Lake Sonoma Storage



**DEPARTMENT OF WATER RESOURCES**

1416 NINTH STREET, P.O. BOX 942836  
SACRAMENTO, CA 94236-0001  
(916) 653-5791

**RECEIVED**

JAN 03 2019

JAN 10 2019

North Marin County Water District  
Post Office Box 146  
Novato, California 94948

North Marin Water District

Attention: Mr. Drew MacIntyre,

Novato Creek Dam, No. 88  
Marin County

Dear Mr. MacIntyre:

This is in reply to your electronic email sent to us on June 28, 2018, enclosing the inundation map for Novato Creek Dam. This submittal was made in response to the requirements of Division 3, Part 1, Chapter 4, section 6161(a) of the California Water Code.

The Division of Safety of Dams is reviewing inundation maps based on the priorities specified in section 6161(d) of the CA Water Code. We will notify you as to our progress in reviewing your submitted information or if additional information is required.

In addition, section 6161(a) of the CA Water Code requires the preparation of inundation maps for a dam's critical appurtenant structures as defined in section 6002.5 of the CA Water Code. We have identified Novato Creek Dam has the following critical appurtenant structures:

1. Ogee Spillway

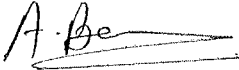
California Governor's Emergency Services (Cal OES) requires all inundation maps for a dam system to be approved and incorporated into the EAP to be considered complete. By February 1, 2018, please submit the additional map for the spillway or provide a plan and schedule for our review and approval.

Your upcoming submittal must include separate inundation maps associated with each critical appurtenant structure identified. All new maps must be prepared in accordance with Title 23, Division 2, Chapter 1, Article 6 of the California Code of Regulations.

In addition, upon our approval, your inundation map(s) will be made publicly available as required by section 6161(c) of the CA Water Code.

Mr. Drew MacIntyre  
JAN 03 2019  
Page 2

If you have any questions or need additional information, you may contact Design Engineer Blake Dolve at (916) 227- 6540 or me at (916) 227-6742.  
Sincerely,



Ariya Balakrishnan, Chief  
Re-evaluation Engineering Branch  
Division of Safety of Dams

cc: Mr. Jose Lara, Chief  
Dam Safety Planning Division  
California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, California 95655



**GENERAL MEMBERSHIP MEETING – JANUARY 12, 2019**

**OCEANA MARIN ASSOCIATION  
GENERAL MEMBERSHIP / BOARD OF DIRECTORS MEETING**  
Saturday, January 12, 2019, at 1:00 PM  
Tomales Town Hall (upstairs), Tomales, CA

**PRELIMINARY AGENDA**

Call to Order / Confirm Quorum

Member Introduction (also indicate if you have a specific concern for the Member Forum)

**Presentation by and/or Q & A:**

- Tomales Fire Station – Tom Nunes, Senior Fire Captain
- Marin County Sheriff's Department – Sgt. Erik Richardson or Lt. James Hickey
- Marin County Supervisor, District 4 – Dennis Rodoni
- Shoreline Unified School District – Superintendent Bob Raines
- North Marin Water District (sewer) – Drew McIntyre
- Estero Mutual Water Company (EMWC) – John Brezina/Marsha Englebrecht
- West Marin Senior Services
- Dillon Beach Resort (schedule permitting)
- Dillon Beach Emergency Response Team (DBERT) – Ted Melden
- Sharp Property Services – James Sharp (Inspector of Elections / Ballot Results)
  - Director Elections and Annual IRS Tax Resolution
  - Governing Document Ballot Results/Update\*

**REMINDER! Return Your Governing Document Ballots!!!**

*In order to achieve greater participation, the Board of Directors extended the balloting period until 1:00 p.m., January 12, 2019 to coincide with the General Membership meeting. Return your ballot by mail, hand-deliver it to any Director, or bring it to the General Membership meeting, January 12, 2019 at 1:00 p.m. Voting will close at 1:00 pm on January 12, 2019 and the votes will be tabulated at this meeting. The Membership will be notified of the ballot results or if the Board elects to extend the balloting deadline to achieve greater quorum participation.*

**OMA Officer & Committee Reports:**

- |   |                          |
|---|--------------------------|
| • President's Report / State of the Association | Dennis Rothhaar          |
| • Financial Report                              | Bob Berner & James Sharp |
| • Design Review Committee                       | Dave Johnson             |

**Member Forum:**

Any member present may bring up additional items for discussion and/or future Board action.

Next OMA General Membership Meeting (tentative): July 13, 2019

Adjournment – approximately 3:00 PM

**Social Hour:** Please plan to remain to socialize after the formal meeting, hors d'oeuvres, wine, beer and soft drinks will be provided

## How hydropower plant sale could affect Marin POTTER VALLEY

Deal studied for impacts on water supply, fishery health

**By Will Houston**

[whouston@marinij.com](mailto:whouston@marinij.com) @Will\_S\_Houston on Twitter

Questions remain as to what extent Marin County water supplies will be affected by a potential change in ownership and operation of a 110-year-old hydropower plant more than 100 miles to the north.

“This is a complicated issue and it’s just underway,” North Marin Water District General Manager Drew Mc-Intyre said.

Pacific Gas and Electric Co. is seeking to auction off its Potter Valley Project hydropower plant, which contains two reservoirs and dams, to a new operator. PG&E cited increasing operation costs, a competitive energy market and lower energy generation needs as reasons for its decision.

The power facility annually diverts an average of about 74,000 acre-feet of water — about 24 billion gallons — from the Eel River through a diversion tunnel in order to generate electricity at its Potter Valley Powerhouse. After passing through a canal and a reservoir at Lake Mendocino, the diverted water is ultimately fed into the eastern branch of the Russian River.

About 75 percent of the North Marin Water District’s supply and about 25 percent of the Marin Municipal Water District’s supply is obtained from the Russian River. The districts purchase the water from the Sonoma County Water Agency, also known as Sonoma Water.

There are different views on how changes to the Potter Valley Project could impact Marin County’s water supplies.



The Potter Valley Project hydropower plant diverts water that is fed into the Russian River, which is a source of some water for the North Marin and Marin Municipal water districts.

PHOTOS BY NATHAN DEHART — UKIAH DAILY JOURNAL, FILE



Pacific Gas and Electric Co. is seeking to auction off its Potter Valley Project hydropower plant.

Pamela Jeane, assistant general manager of Sonoma Water, said their agency doesn't track the exact amount of the diverted water that makes its way into their customers' supplies. But Jeane said

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any drastic changes to the amount would have impacts to their customers and their ability to meet water flow mandates set by the state to protect the environment.

"This is a big deal," Jeane said. "This could be a really big game changer if something drastic changes with regards to the operation of (the Potter Valley Project)."

Other stakeholders say the risk is minimal, at least for Sonoma Water agency customers.

"From my perspective, there is absolutely no jeopardy to North Marin or Marin Municipal or for that matter the Sonoma County Water Agency's water supply for their customers that has to do with the reliability of the Eel River diversion," said David Keller, the Bay Area director of the environmental organization Friends of the Eel River.

### **'Cloud of uncertainty'**

PG& E's auction announcement in mid-2018 came in the midst of the Potter Valley Project's federal relicensing process, which has drawn keen interest by a large collection of stakeholders. The project's license is set to expire in 2022.

PG& E spokesman Paul Moreno said the request for offers they sent out seeks a new operator that can assume PG& E's responsibilities as the owner and operator of the existing project.

"It will be up to the new owner to determine whether to consider or pursue alternatives to current operations," Moreno wrote in an email.

PG& E set a Feb. 1 deadline for preliminary proposals to be submitted and hopes to begin negotiations in mid- to late 2019, Moreno said.

At the same time, an ad hoc committee of stakeholders led by Rep. Jared Huffman, D-San Rafael, is eyeing this relicensing process as an opportunity to address several longstanding issues that have arisen

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since the power facility's construction.

These issues include addressing water supply, preventing impacts to wildlife as well as examining whether any of the power plant's dams and facilities can be removed or altered.

Huffman is pushing for a "two-basin solution" that would "improve the health of the river and the fishery on the Eel River while also respecting the water needs in the Russian River watershed."

Stakeholders in the committee say PG& E's attempts to hand off the project to a new owner is complicating the year's-long work by water districts, farmers, regulatory agencies, environmentalists, tribes and others to find some consensus on potentially litigious conflicts. PG& E is also a member of the ad hoc group.

While a Mendocino County joint powers authority has publicly expressed its intent to purchase the power plant, other applicants are not publicly disclosed by PG& E.

"There will be value in this (committee) continuing its work even though it's under a little bit of a cloud of uncertainty as to who will own the project a year or two from now," Huffman said.

For Sonoma Water, Jeane said the auction process doesn't change the work to find a solution that works for both river basins.

"We're interested in finding as solution regardless of who may own the project tomorrow or 10 years from now," she said.

### **Prevent conflicts**

Huffman said the idea of his committee was to prevent conflicts between agriculture and environmental interests.

The economies of agricultural centers like Potter Valley and other communities north of Healdsburg have come to rely on diverted Eel River water. Environmental groups say the

project's dams have closed off hundreds of miles of critical fish habitat and impacted water quality to the detriment of already threatened species on the Eel River.

"I think the purpose of the ad hoc group is to explore a consensus resolution of what could otherwise be literally decades of conflict with tremendous uncertainty for everybody involved," Huffman said.

Scott Greacen, executive director of Friends of the Eel River, said the idea that PG& E is "blamelessly doing what it can to take care of itself" by passing on the project and its structural and environmental problems to another owner is the "polar opposite of corporate responsibility."

Friends of the Eel River has advocated for full removal of the dams, though Greacen said he recognizes that is not going to work politically.

Some of the agencies in Huffman's ad hoc group are also members of a Mendocino County-based joint powers authority known as the Inland Water

and Power Commission, which has expressed interest in buying the Potter Valley Project. One of the member agencies, the Potter Valley Irrigation District, sees the project's water supply as holding "immeasurable" value.

Greacen said the commission's interest in the power plant "with all of its attendant risks and damages" is "just asking for a long-term war."

"If they buy the project and try to keep it in place, they are going to have a generation of lasting struggle over this," Greacen said. "... It's kind of frustrating because we do see a solution in sight and it feels like the other people on the other side of the table are running away from it."

Officials from the North Marin Water District and Marin Municipal Water District say they will be monitoring the situation.

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“It is a regional issue and it requires a regional solution,” McIntyre said. “No one entity is going to be able to resolve this.”

### **Balancing supplies**

The Potter Valley Project is an epitome of the complexity of the state’s water systems.

Its reservoirs, dams and operations affect everything from agriculture to wildlife to water supplies in communities spanning across four counties and two of the state’s larger river basins.

The water supplied to Marin comes at the tail end of this water system. While communities north of Healdsburg rely on Potter Valley Project water that flows into Lake Mendocino, communities to the south like those in Marin also have access to the larger Lake Sonoma reservoir, which is not connected to the project.

While Keller argues the water would be sufficient for customers south of Healdsburg, Jeane said Sonoma Water is also mandated to meet minimum flow requirements in the river and Dry Creek as part of a more than 30-year-old state water board decision. Cutting off Eel River diversions would cause large impact to meet those mandates, Jeane said.

The U.S. Army Corps of Engineers manages both Lake Mendocino and Lake Sonoma, which have been used for flood control. That means water is intentionally released from the reservoirs to make room for the winter rains.

Jeane said this system was implemented in the 1950s and has resulted in water being released even when rains weren’t as heavy as expected. She referred to one instance in 2013 where the federal agency released about 13,000 acre-feet of water from Lake Mendocino — more than 10 percent of its maximum capacity — in anticipation of what ultimately became a shortlived storm. “So had they held on to that water it would have been a benefit to everybody,” Jeane said.



But this winter, the army corps gave approval of a pilot project in which these flood control releases are conditioned on more modern weather forecasting. The modeling and results have been promising, showing both “better flood protection and better water supply reliability,” Jeane said.

This change alone would not be enough to make up for the loss of diversions from the Eel River, she said.

Keller said there is also the added strain of illegal diversions along the upper and middle reaches of the Russian River.

“If those illegal or unpermitted withdrawals were reduced or eliminated, that would allow for much more efficient and much better use of the water in Lake Mendocino and would reduce the demand on the Eel River,” Keller said.

**Stakeholders in the committee say PG& E’s attempts to hand off the project to a new owner is complicating the year’s long work by water districts, farmers, regulatory agencies, environmentalists, tribes and others to find some consensus on potentially litigious conflicts.**



Stafford Lake in Novato in January 2018. It is not clear how Marin water levels would be impacted by Pacific Gas and Electric Co. auctioning off its Potter Valley Project hydropower plant.

ALAN DEP — MARIN INDEPENDENT  
JOURNAL, FILE

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