



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 January 21, 2020 – 6:00 p.m.
 District Headquarters
 999 Rush Creek Place
 Novato, California

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Est. Time	Item	Subject
6:00 p.m.	CALL TO ORDER	
	1.	APPROVE MINUTES FROM REGULAR MEETING , January 7, 2020
	2.	GENERAL MANAGER'S REPORT
	3.	OPEN TIME: (Please observe a three-minute time limit) 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.	STAFF/DIRECTORS REPORTS
	5.	MONTHLY PROGRESS REPORT w/Customer Service Questionnaire
	CONSENT CALENDAR 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.	Consent – Approve: Consulting Services Agreement Amendment No. 2 – West Yost Associates
	7.	Consent – Approve: Renew Agreement for Bill Print Services
	ACTION CALENDAR	
	8.	Approve: Revisions to Late Charge and Shut-off Policy No. 6 and Regulation 55 in response to Senate Bill 998
	9.	Approve: Gallagher Ranch (Lagunitas Creek) Streambank Stabilization – CEQA – Notice of Exemption
	10.	Approve: Gallagher Ranch (Lagunitas Creek) Streambank Stabilization Grant Agreement- Natural Resources Conservation Service (NRCS)
	INFORMATION ITEMS	
	11.	Ethics Training for Board of Directors and District Officers
	12.	AMI Project Final Closeout Report

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
	13.	District Backflow Program History
	14.	Annual Report on Board Compensation
	15.	MISCELLANEOUS Disbursements – Dated January 9, 2020 Disbursement – Dated January 16, 2020 National Weather Service Precipitation Probability Map – January 2020 Three Month Outlook The Oceana Marin Association Agenda – January 11, 2020 <u>News Articles:</u> Plans surface for Fireman’s Fund site – POTENTIAL DEVELOPMENT State fines Marin sewage plants- ENVIRONMENT COM board should switch to district elections right now – OPINION Measure targets cell tower failures – FIRE SAFETY OUTAGES In Inverness, 40 years of independent water Nearly empty office park has big potential – Editorial Sonoma County readies legal action against PG&E over Kincade Fire Novato forgoes lawsuit over school district development - HAMILTON
	16.	CLOSED SESSION: Conference with Legal Counsel –Significant Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2) One Potential Case
8:00 p.m.	17.	ADJOURNMENT

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DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
January 7, 2020

CALL TO ORDER

President Joly called the regular meeting of the Board of Directors of North Marin Water District to order at 6:00 p.m. at the District Headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, James Grossi, Michael Joly, and Stephen Petterle. Also present were General Manager Drew McIntyre, District Secretary Terrie Kehoe, Auditor-Controller Julie Blue and Chief Engineer Rocky Vogler.

In the audience were Old Ranch Road customers Nancy Moxie, Dave Jones and Darren Fix, consultant Amy Skewes-Cox and District employees, Robert Clark (Operations/Maintenance Superintendent) and Tony Arendell (Construction/Maintenance Superintendent).

MINUTES

On motion of Director Fraites, seconded by Director Baker the Board approved the minutes from the December 17, 2019 meeting as presented by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING – OLD RANCH ROAD TANK NO 2 PROJECT

Mr. Vogler provided an overview of the Old Ranch Road Tank No. 2 replacement project. He introduced consultant Amy Skewes-Cox who is assisting NMWD with CEQA compliance for the project. Mr. Vogler presented a map which showed the project location and provided a summary of the proposed. He noted that the old redwood tank has a 50,000 gallon capacity, was built in 1963, and is nearing the end of its useful life. Mr. Vogler added that the proposed steel tank will have a capacity of 100,000 gallons and has been upsized to improve fire storage for existing residents along Old Ranch Road based on input from the Novato Fire District. Mr. Vogler stated the access road to the new tank will be ten feet wide and paved with asphalt concrete. He added that the location of the site is a dense wooded area with a lot of scrub oak and tree canopy, noting the new tank will be dark green in color and will blend into the environment.

33 Mr. Vogler explained for public outreach there was a thirty day public CEQA review period
34 from November 15 to December 16, 2019. He stated one resident commented that he wanted to
35 have a better understanding of the location of the tank; another had comments about the bird
36 habitat. Mr. Vogler noted yet another resident had concerns about the access road and wanted to
37 be sure contractors were held accountable for any damage to the existing road. Director Baker
38 asked if they were concerned about the existing site and road, or the new road. Mr. Vogler replied
39 the existing paved road. He added the proposed tank access road will follow the contour of the land
40 to minimize the amount of tree canopy removed and to maintain an alignment grade <18%. Mr.
41 Vogler stated that other comments included comments from the California Department of Fish and
42 Wildlife, in which they expressed concern about spotted owl habitat and special species impacts.
43 Mr. Vogler noted the Initial Study states that any environmental issues can be mitigated to have a
44 less than significant impact. Director Petterle asked which special plant species they were
45 concerned with. Mr. Vogler replied the Fragrant Thistle and Marin Checker Lily. Director Petterle
46 commented that these species are generally seen in the spring, not the fall. Mr. Vogler replied that it
47 is normal to conduct the survey during spring and summer. Director Joly voiced his concern for the
48 birds and their nesting and asked when the construction will occur. Mr. Vogler replied
49 commencement of construction is anticipated this summer. Prior to construction we will go back to
50 verify there are no species present that would cause any concern.

51 Director Joly asked how long the construction will take. Mr. Vogler replied from four to six
52 months, and that the schedule is aggressive and assumes we start on time and there are no rain
53 delays. Director Joly asked how far from the tank the nearest residence was. Mr. Vogler replied the
54 property adjacent to the existing redwood tank is 200 to 300 feet from the new tank, noting there is a
55 ridge in the topography between the neighbor and new tank. There will be noise and dust; but this is
56 covered by mitigation measures in the Mitigated Negative Declaration. Mr. Vogler ended his
57 presentation stating that first we will address the Board comments; then open the public hearing for
58 comments and we will do our best to answer any questions or concerns this evening. He added, in
59 a future meeting we will come back to the Board with further responses to all the comments
60 attached to the Board item, and if there are no concerns staff will request the Board to adopt the
61 Mitigated Negative Declaration and approve the project

62 President Joly opened the Public Hearing for discussion at 6:19 p.m. He thanked all those in
63 the audience for attending and asked if anyone would like to voice any comments or concerns.

64 Dave Jones a resident on Old Ranch Road stated he had some questions relative to costs
65 for resurfacing the existing road. He stated the neighbors were planning on resurfacing the road,

66 but are planning on doing this after the tank construction is completed. Mr. Jones stated they will
67 get bids to find out what the cost is with its present condition and again after construction is done.
68 He voiced their concern over damage to the road due to tank construction activities. Mr. Jones
69 questioned the frequency of the trucks going up to the tank. He added private parties have to keep
70 the road in reasonable condition and they would like the District to pay for any additional damage
71 that may occur due to the construction. He added that there are ten neighbors who are sharing the
72 cost. Nancy Moxie stated she owns the road and is concerned about the road in addition to the
73 trees. She stated she talked to Mr. Vogler several times. She added originally this was a farm road
74 and the waterline is underneath it, adding it is in poor shape and there are ten owners trying to keep
75 it up. Ms. Moxie stated the heavy equipment is a concern, and they need the trees so the sun does
76 not blind them when they are traveling the road. She stated she would like legal paperwork stating
77 that if the District is at fault they will take care of the situation so that things are taken care of
78 smoothly. Ms. Moxie also stated that she has lived there for over fifty years. She added there are
79 lots of owls and rats on the property, lots of life you don't always see. Ms. Moxie stated that if the
80 bird survey was not done at night, the biologist could have a misconception of the wildlife habitat.
81 She stated at night you can hear the owls up in the trees, and she is afraid we will start cutting the
82 trees with nests.

83 Darren Fix commented he was concerned with the multiple pieces of equipment that will be
84 traveling on the road. He noted his concern is not only for the road; but for what is under the road.
85 Mr. Fix added there is asphalt spalling on the road and a really old water main below. He stated he
86 has worked for Ghilotti for twenty years as a road construction supervisor and believes we should
87 put a new main in too. Mr. Fix added that he believes there are also some drainage problems
88 around the District's telemetry lines that run from the tank to the pumps. Director Joly thanked Mr.
89 Fix for attending.

90 Both Mr. Fix and Ms. Moxie requested an environmental impact report be done. Mr. Vogler
91 replied that what was prepared was an Initial Study and Mitigated Negative Declaration. Ms. Moxie
92 asked why we are using the Old Ranch Road, and wondered why we don't put our road off of Gage
93 Lane. Mr. Vogler replied we need to extend the pipeline from Old Ranch Road to the new tank. Mr.
94 Fix asked why we couldn't access from Mr. Maiero's property. Mr. Vogler referred to a map
95 explaining we need to connect the existing pipeline from Old Ranch Road to the new tank. Director
96 Joly thanked the audience for their comments and for coming to the meeting.

97 President Joly closed the hearing at 6:39 p.m.

98 Director Petterle stated there is an environmental standing on this Board, adding comments
99 are important. He noted there is an engineering perspective, an environmental perspective, and as
100 a District we do not put aside environmental concerns. Director Petterle added CEQA is public
101 legislation that helps to inform the decision makers of the project; they provide comments about
102 wildlife that we would like to embrace whether that means to mitigate or change the project. Director
103 Joly agreed, stating CEQA requires public notification so the public is informed of the requirements
104 of the projects and at the same time helps the Board make a decision. Director Grossi asked where
105 the private road starts, and which area is the existing road, asking if the private road is all in
106 pavement and wanted to know the location of where we have an easement. Mr. Vogler replied that
107 our easement runs along the entire length of Old Ranch Road. Director Grossi asked if all of Old
108 Ranch Road was private. Mr. Vogler confirmed the road was never accepted by the County. Mr.
109 Grossi also stated he is not an expert on owls, and asked about the Northern Spotted Owls. Ms.
110 Skewes-Cox replied that there are a variety of birds in this area, she added that because of the
111 comments our biologist will go back; however on the maps there is no evidence of spotted owls on
112 the site. Director Grossi asked if we will need mitigation for the owls. Ms. Skewes-Cox replied for
113 nesting information we've recommended surveys be conducted if construction is to take place
114 during nesting season.

115 Director Grossi asked if we were replacing the main. Mr. Vogler replied that we will only
116 connect to the existing main. Director Grossi said it seems the concern is road damage, and wanted
117 to know if this will be a problem. Mr. Vogler replied the road in is poor shape, half way up Old Ranch
118 Road there is currently a giant pothole. He added before any work happens, we need to work on the
119 road to make it passable. He added the District will have many mitigation measures including a
120 possibly pilot vehicle, one way traffic control, and limiting the size of the construction equipment. Mr.
121 Vogler stated that the residents have a right to be concerned and impacts will be addressed. He
122 added that recently there was a singular District project on Ridge Road in Director Fraites'
123 neighborhood that had a positive outcome. Mr. McIntyre added that the District has a long standing
124 policy that if our project damages the road we will pay to have it restored to its prior condition before
125 construction. Director Fraites stated if you look at the map provided you can see that his
126 neighborhood is in close proximity to the Old Ranch Road project. He said they had similar work
127 done there, it was a tough job but it all worked out. Director Fraites added the owls are still there
128 and there was no damage done to the flora or fauna.

129 Director Joly asked Mr. Vogler if he could conclude with the environmental review timeline
130 moving forward. Mr. Vogler replied that staff and our consultant will incorporate all responses and
131 comments and bring the project back to the Board at a future meeting in February. Director Grossi

asked how much was budgeted for this project. Ms. Blue replied that the budgeted amount was \$630,000. Director Joly asked if the public adjacent to the project will see the comments and responses and be notified of the public meeting. Mr. Vogler replied there will not be another public hearing; however the information will be made publically available prior to any future action taken by the Board.

GENERAL MANAGER'S REPORT

Potter Valley Relicensing

Mr. McIntyre announced he and Mr. Vogler will be participating in the eleventh Common Interest Agreement meeting on January 8th regarding Potter Valley Project relicensing. He added that the Planning Agreement partners are expected to allow the Water Contractors to sign an agreement that will provide for exchange of confidential information related to the partner's feasibility study preparation. Mr. McIntyre added that this will allow the Water Contractors to become more informed and engaged in the process and that our legal counsel, Mr. Robert Maddow is expected to sign this agreement for the District. Mr. McIntyre added that he expects the draft feasibility study to be issued mid-February and the final report to be completed late March.

Oceana Marin HOA Meeting

Mr. McIntyre advised the Board that he will be attending the Oceana Marin HOA semi-annual meeting in Tomales on Saturday, January 11th at 1:00 p.m. He will update them on the current budget status, express the good work that has been done to achieve grants for recent CIP projects and provide an update the County's recent Old Dillon Beach Village community wastewater system Feasibility Study grant application.

Water Rate Study Ad Hoc Meeting

Mr. McIntyre reminded the Board that Director Grossi and Director Joly will be attending the Water Rate Study Ad Hoc meeting on Tuesday, January 14th at 10:00 a.m. He added that the Ad Hoc meeting is not subject to the Brown Act, and we are following the correct notification procedures as confirmed with legal counsel. Director Joly stated on the website it mentions there is a Special Meeting workshop on February 11th, and if needed an additional Special Meeting workshop on February 25th. He pointed out that we could end up having meetings all four Tuesdays in February.

San Mateo Tank Inlet Outlet Pipeline

Mr. McIntyre stated that he and Mr. Vogler will be meeting with Marin County Open Space staff on January 14th to discuss easement language for the San Mateo Tank Inlet/Outlet pipeline

project. He added the 12-inch temporary pipeline will finally be replaced with a new 24-inch permanent pipeline to provide better fire flow and pressure for our existing customers

OPEN TIME

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

STAFF/DIRECTORS REPORTS

President Joly asked if staff or Directors wished to bring up an item not on the agenda and the following were discussed.

Mr. Arendell announced the annual flushing program will start on January 13th. He added there will be a notice on our website and on social media. Director Baker asked what area we will be flushing. Mr. Arendell replied Zone 1, adding that the upper zones were flushed last year. Director Joly asked for an update on the Public Safety Power Shutoff. Mr. Clark replied that he is currently working on a progress report.

Ms. Blue announced that we were unsuccessful in hiring someone to fill our HR/Safety Manager position. Director Baker asked if we had a poor response. Ms. Blue replied that we had a fair response; but after interviewing the top candidates we were not able to find a good fit. She stated we plan to advertise again and get someone hired as soon as possible. Director Baker asked if the people who applied were from this area. Ms. Blue replied some were local and some were from the East Bay. Director Baker asked if she heard any feedback or concerns with the cost of housing in this area. Ms. Blue replied no.

CONSENT CALENDAR

On the motion of Director Petterle, and seconded by Director Baker the Board moved to approve the Amendment to Water Service Agreement – College of Marin Indian Valley Campus – New Miwok Center – Phase 2 by the following vote:

AYES: Director Baker Fraites, Grossi, Joly and Petterle

NOES: None

ABSTAIN: None

ABSENT: None

**AMENDMENT TO WATER SERVICE AGREEMENT – COLLEGE OF MARIN INDIAN VALLEY
CAMPUS – NEW MIWOK CENTER – PHASE 2 APN 150-480-12**

193 The amended agreement includes a fire hydrant and fire service laterals, a new commercial
194 fire hydrant, a relocated hydrant, two 6-inch fire services and one 4-inch domestic/pool meter.

195 **INFORMATION ITEMS**

196 **TECHNICAL ADVISORY MEETING – DECEMBER 2, 2019**

197 Mr. McIntyre summarized the December 2nd Technical Advisory Committee Meeting. He
198 added Lynne Roselli from Sonoma County Water Agency (SCWA) gave a presentation of actual
199 versus budgeted water sales for Fiscal Year 19, and that actual sales were five percent above
200 budget. Mr. McIntyre noted that SCWA's consultant, Jacobs, continues to work on the Regional
201 Water Supply Resilience Study, and they are on schedule to have the Scoping Document finalized
202 late spring. Mr. McIntyre also noted that the Potter Valley Project planning agreement partners'
203 communication group has launched a new website. He added the new website is different from the
204 Huffman Ad Hoc Group website. Director Baker asked how the Planning Agreement partners'
205 activities and website differs from the Huffman Ad Hoc group's activities and website. Mr. McIntyre
206 replied the Huffman Ad Hoc group continues to meet but it is becoming more of an advisory group to
207 help advise and support the Planning Agreement partners.

208 **NBWRA BOARD MEETING – DECEMBER 9, 2019**

209 Mr. McIntyre provided information on the NBWRA Board Meeting that took place on
210 December 9, 2019 in the agenda packet and no discussion followed.

211 **NBWA MEETING – JANUARY 3, 2020**

212 Director Fraites stated that he attended the NBWA meeting at Marin Municipal Water District
213 on January 3rd. He stated Caitlin Sweeney; the Director of the San Francisco Estuary Partnership
214 gave an overview of the health of the San Francisco Bay and an update on the critical trends and
215 emerging concerns. He added the state of the estuary and fresh water flows are all improving, with
216 the exception of the fish problem in the upper estuary delta as a result from the water demands from
217 the San Joaquin Valley.

218 Director Fraites announced that on April 3rd NBWA will hold their bi-annual conference in
219 Petaluma and he hopes many will attend. He added that Congressman Huffman will also be
220 attending the meeting.

221 Director Grossi stated he is officially retired now and has new contact information. He will be
222 starting up a new consulting business and will be getting that information out. Director Joly
223 congratulated Director Grossi on his retirement.

224 **MISCELLANEOUS**

225 The Board received the following miscellaneous items: Disbursements – Dated December

226 19, 2019 and Disbursements – Dated January 2, 2020.

227 The Board received the following news articles; Water board adopts rate, fee cuts for in-law units –

228 MMWD; Novato Oks 80-unit townhome plan – REDWOOD BOULEVARD and Snowpack begins

229 New Year in good shape – SIERRA NEVADA.

227 The Board received the following news articles; Water board adopts rate, fee cuts for in-law units –
228 MMWD; Novato Oks 80-unit townhome plan – REDWOOD BOULEVARD and Snowpack begins
229 New Year in good shape – SIERRA NEVADA.

230 **ADJOURNMENT**

231 President Joly adjourned the meeting at 7:07 p.m.

232 Submitted by

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NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR December 2019
January 21, 2020

Item #5

1.

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

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	317.2	341.1	331.0	310.3	227.2	-7%
August	283.8	300.9	303.0	299.6	235.2	-6%
September	280.5	255.0	292.4	302.3	210.0	10%
October	281.0	265.6	273.7	202.8	298.6	6%
November	222.7	170.1	163.9	143.8	145.4	31%
December	141.2	157.8	152.1	147.6	145.1	-10%
FYTD Total	1,526.5	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	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	8.9	10.2	9.5	7.9	6.6	-13%
August	8.4	9.9	8.8	7.4	7.0	-16%
September	7.8	9.5	8.4	6.4	6.4	-18%
October	7.3	8.3	7.9	5.2	6.5	-11%
November	6.7	7.3	5.4	4.2	4.7	-7%
December	4.8	5.7	5.1	3.7	3.9	-15%
FYTD Total	43.9	50.9	45.0	34.8	35.2	-14%

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

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	67.7	78.6	112.6	69.9	107.6	-14%
August	100.5	79.3	81.5	90.4	79.4	27%
September	115.0	60.5	122.7	96.9	38.3	90%
October	98.4	74.5	102.3	93.9	49.5	32%
November	99.2	0.0	53.6	63.8	58.3	-
December	0.0	0.0	0.0	0.0	0.0	-
FYTD Total	480.7	292.9	472.6	415.0	333.0	64%

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

Month	FY19/20	FY18/19	FY17/18	FY16/17	FY15/16	20 vs 19 %
July	36.5	30.2	27.7	27.1	21.3	21%
August	33.3	30.6	26.1	26.0	26.2	9%
September	29.7	33.5	25.0	23.5	15.7	-12%
October	26.6	20.1	19.1	8.3	15.8	32%
November	10.8	12.7	2.5	1.2	3.2	-14%
December	0.5	1.5	0.8	0.4	0.8	-63%
FYTD Total*	137.5	128.5	101.2	86.5	83.0	7%

*Excludes potable water input to the RW system: FY20=1.7 MG; FY19=19.8 MG; FY18=15.35MG; FY17=1.4MG; FY16=7.4MG

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2. Stafford Lake Data

	December Average		December 2018		December 2019	
Rainfall this month	5.25	Inches	2.37	Inches	11.13	Inches
Rainfall this FY to date	10.22	Inches	8.69	Inches	13.65	Inches
Lake elevation*	184.0	Feet	178.5	Feet	188.0	Feet
Lake storage**	643	MG	412	MG	861	MG

* Spillway elevation is 196.0 feet

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

Temperature (in degrees)

	Minimum	Maximum	Average
December 2018 (Novato)	47	63	55
December 2019 (Novato)	37	74	54

3. Number of Services

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December 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY20	FY19	Incr %	FY20	FY19	Incr %	FY20	FY19	Incr %	FY20	FY19	Incr %
Total meters installed	20,750	20,742	0.0%	96	96	0.0%	791	790	0.1%	-	-	-
Total meters active	20,546	20,529	0.1%	91	93	-2.2%	783	782	0.1%	-	-	-
Active dwelling units	24,078	24,069	0.0%	-	-	-	833	832	0.1%	234	234	0.0%

4. Oceana Marin Monthly Status Report (December)

Description	December 2018	December 2019
Effluent Flow Volume (MG)	0.565	0.605
Irrigation Field Discharge (MG)	0.895	0
Treatment Pond Freeboard (ft)	8.9	9.8
Storage Pond Freeboard (ft)	8.3	6.4

5. Developer Projects Status Report (December)

Job No.	Project	% Complete	% This month
1.2807.00	Hamilton Cottages (Hamilton Parkway)	95	1
1.2817.03	College of Marin – New Miwok Center	6	1
1.2816.00	Oakmont Senior Living (Novato Blvd.)	97	0
1.2821.00	Atherton Place (Redwood Blvd.)	94	1
1.2824.00	Park-A-Pup (Redwood Blvd.)	95	5
1.2823.00	Avesta (Hamilton Parkway.)	85	60
1.2795.00	McPhails (HWY 101 at SR 37)	60	60
1.2828.00	Jonas Center (COM)	5	5
1.2820.00	Bahia Heights (Topaz Dr. at Misty Ct.)	2	2
1.2829.00	NUSD GMO Facility (C-Street)	2	2

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

Job No.	Project	% Complete	% This month
1.6112.24	Lynwood Pump Station MCC	15	0
2.6263.20	Replace PRE Tank 4A	5	0
1.7150.00	San Mateo Tank Inlet/Outlet	7	2
1.7007.13	DCA Replacement	5	5
1.7123.26	PB Replace MCCE	5	5
1.7183.00	Replace Plastic 4-inch –Scown Lane	5	5

Employee Hours to Date, FY 19/20

As of Pay Period Ending December 30, 2019

Percent of Fiscal Year Passed = 50%

Developer Projects	Actual	Budget	% YTD Budget		District Projects	Actual	Budget	% YTD Budget
Construction	1,586	1,400	113%		Construction	1,006	3,740	27%
Engineering	839	1,504	56%		Engineering	1,062	3,096	34%

6. Safety/Liability

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FY 20 through December

FY 19 through December

Days without a lost time accident through December 31, 2019 0 Days

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) (\$)
7	\$521	1	0	0	\$0
6	\$2,160	1	1	6	\$7,776

7. Energy Cost

FYE	December			Fiscal Year-to-Date thru December		
	kWh	¢/kWh	Cost/Day	kWh	¢/kWh	Cost/Day
2020 Stafford TP	40,912	21.1¢	\$278	501,816	18.6¢	\$507
Pumping	79,559	22.3¢	\$555	839,931	23.4¢	\$1,075
Other*	42,501	22.0¢	\$292	294,969	26.6¢	\$429
	162,972	21.9¢	\$1,125	1,636,715	22.5¢	\$2,011
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¢	\$973	1,446,464	21.6¢	\$1,714

*Other includes West Marin Facilities

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8. Water Conservation Update

	Month of December 2019	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebates	16	79	4128
Retrofit Certificates Filed	11	103	6345
Cash for Grass Rebates Paid Out	0	8	929
Washing Machine Rebates	3	6	6803
Water Smart Home Survey	29	83	3830

9. Utility Performance Metric

SERVICE DISRUPTIONS (No. of Customers Impacted)	December 2019	December 2018	Fiscal Year to Date 2019	Fiscal Year to Date 2018
PLANNED				
Duration Between 0.5 and 4 hours	3	3	18	41
Duration Between 4 and 12 hours			96	83
Duration Greater than 12 hours				
UNPLANNED				
Duration Between 0.5 and 4 hours	1	6	51	35
Duration Between 4 and 12 hours			12	
Duration Greater than 12 hours		1		1
SERVICE LINES REPLACED				
Polybutylene	3	7	40	60
Copper (Replaced or Repaired)	0	0	3	5

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders December 2019

1/8/2020

Type	Dec-19	Dec-18	Action Taken December 2019
<u>Consumers' System Problem</u>			
Service Line Leaks	38	42	Notified Consumer
House Valve / Meter Off	4	3	Notified Consumer
Nothing Found	12	13	Notified Consumer
Low Pressure	2	0	Pressure @ 55 PSI. Kitchen faucet clogged w/ rust. The aerator was cleaned out for customer.
High Pressure	4	4	House valve reported to be off. Pressure back to normal. Pressure failed @ 125-130 PSI. Advised for a plumber. Pressure failed @ 100 PSI. New PRV just installed. Pressure @ 80 PSI. Will have PRV replaced. Pressure failed @ 120 PSI. Will have PRV replaced.
Total	60	62	
<u>Service Repair Reports</u>			
Register Replacements	1	0	Replaced
Meter Replacement	2	3	Replaced
Meter Box Alignment	1	0	Repaired
Box and Lids	0	1	~
Water Off/On Due To Repairs	5	11	Notified Consumer
Misc. Field Investigation	9	5	Notified Consumer
Total	18	20	
<u>Leak NMWD Facilities</u>			
Main-Leak	0	1	~
Service- Leak	5	6	Repaired
Services-Nothing Found	1	0	Notified Consumer
Fire Hydrant-Leak	3	2	Repaired
Fire Hydrants-Damaged	1	0	Repaired
Washer Leaks	1	1	Repaired
Total	11	10	
<u>High Bill Complaints</u>			
Consumer Leaks	2	5	~
Meter Testing	1	1	~
Meter Misread	3	5	~
Nothing Found	4	12	Notified Consumer
Excessive Irrigation	7	2	Notified Consumer
Total	17	25	
<u>Low Bill Reports</u>			
Meter Misread	0	1	~
Total	0	1	
<u>Water Quality Complaints</u>			
Taste and Odor	0	2	
Color	1	0	Customer reported blue water in toilet bowl. (Hatch Rd.) Lab staff sampled kitchen, bathrooms and outside pipes. No copper or iron detected in water supply. Result were normal for NMWD supply. May be corrosion in residence pipes or fixtures.
Total	1	2	
TOTAL FOR MONTH:	107	120	-11%

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders December 2019

1/8/2020

Type	Dec-19	Dec-18	Action Taken December 2019	
<u>Fiscal YTD Summary</u>				<u>Change Primarily Due To</u>
Consumer's System Problems	408	400	2%	Increase In Service Line Leaks.
Service Repair Report	119	136	-13%	Decrease In Water Off/On Due to Repairs.
Leak NMWD Facilities	99	116	-15%	Decrease In Service Leaks.
High Bill Complaints	60	179	-66%	Decrease In Nothing Found.
Low Bills	0	3	-100%	Decrease in Meter Misreads.
Water Quality Complaints	15	18	-17%	Decrease in Turbidity.
Total	<u>701</u>	<u>852</u>	<u>-18%</u>	

"In House" Generated and Completed Work Orders

<u>Check Meter:</u> possible consumer/District leak, high bill, flooded, need read, etc.	106	133
<u>Change Meter:</u> leaks, hard to read	10	15
<u>Possible Stuck Meter</u>	6	0
<u>Replace Boxes/Lids</u>	2	2
<u>Hydrant Leaks</u>	0	2
<u>Trims</u>	1	2
<u>Dig Outs</u>	1	18
	<u>126</u>	<u>172</u>

Bill Adjustments Under Board Policy: December 19 vs. December 18

Dec-19	33	\$8,451
Dec-18	26	\$8,441

Fiscal Year vs Prior FY

FY 19/20	161	\$43,490
FY 18/19	203	\$60,950

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Customer Service Questionnaire Quarterly Report

Quarter Ending 12/31/2019



NMWD

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

	Agree	Neutral	Disagree
Leak			
Courteous & Helpful	42	0	0
Accurate Information	40	1	1
Prompt Service	43	0	1
Satisfactorily Resolved	40	2	0
Overall Experience	41	1	0
	206	4	2

	Agree	Neutral	Disagree
Billing			
Courteous & Helpful	3	0	0
Accurate Information	3	0	0
Prompt Service	3	0	0
Satisfactorily Resolved	2	1	0
Overall Experience	3	0	0
	14	1	0

	Response		
	Agree	Neutral	Disagree
Pressure			
Courteous & Helpful	3	0	0
Accurate Information	2	0	1
Prompt Service	3	0	0
Satisfactorily Resolved	2	0	1
Overall Experience	2	0	1
	12	0	3

	Agree	Neutral	Disagree
Noisy Pipes			
Courteous & Helpful	0	0	0
Accurate Information	0	0	0
Prompt Service	0	0	0
Satisfactorily Resolved	0	0	0
Overall Experience	0	0	0
	0	0	0

	Agree	Neutral	Disagree
Other			
Courteous & Helpful	8	0	1
Accurate Information	7	1	0
Prompt Service	7	1	0
Satisfactorily Resolved	7	1	0
Overall Experience	8	0	0
	37	3	1

Grand Total	269	8	6
	95%	3%	2%

Questionnaires Sent Out	98	100%
Questionnaires Returned	58	59%

Customer Service Questionnaire Quarterly Report

Quarter Ending 12/31/2019

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Customer Comments	Staff Response to Negative Comments	Issues NMWD Should Address In The Future
<p>PRESSURE Would like more knowledge about our local pressure situation. It suddenly increased about 1 month ago and now is reflecting in my water bill.</p>	FSR checked pressure and showed a normal 80 PSI. Advised for a plumber.	
<p>BILLING Very happy with staff and response.</p>		
<p>LEAK Chris was awesome and took the time to test each irrigation zone and even helped program the timer. Ryan and Chris has been more than accommodating and helpful with water issues. Great job-found the leak in upstairs toilet. Darrell promptly responded to turn on the water after plumbing work was complete. NMWD should give Darrell and Chris high praise. Exceptional service! Very helpful technician-knowledgeable, competent, professional and courteous. Rich was very patient and explained things very well. Excellent service-kind, professional and very helpful-thank you! Thank you for promptly addressing the issue. Darrell was very patient showing me how to read the new meters. All around service was excellent. I received an email about a leak and Chris was here in 15 mins-what a great employee you have! Darrell is a wonderful tech and did much more than his job description. He even did a phone follow up. Rich gave me outstanding help in locating the leak. Found leak in my driveway and response was quick and courteous but no follow up afterwards. The staff was very friendly and knowledgeable. They showed me how to read the meter and solved the problem. Rich was very helpful to a senior citizen. The person on the phone was somewhat dismissive about my concerns but Rich was able to address the issue and fix it. Thank you for contacting us-we are so grateful! Extremely impressed with the service we received. A great organization of professional staff-thank you! Woman on phone was curt, but sent someone out to turn off meter. Meter is still leaking but techs didn't seem to be bothered. Rich came within 10 mins of my call. Left his card and followed up the next morning to check in. His performance was excellent!</p>		<p>Wish the notification time for leaks was shorter than 4 days.</p> <p>I feel the smart meters are not reliable in assessing amount of water consumed</p>
		<p>Something should be done about over watering in irrigation systems.</p>
		<p>Emails regarding potentials leaks are not sent regularly (daily). Better follow up when a job is done.</p>
		<p>Would like instructions on how to shut off water in case of emergency.</p>
		<p>Place signs on water main to NOT turn off-to call the District to do so.</p>
	<p>Tony and crew were sent out to check out slow leak and fixed.</p>	
<p>OTHER I would like to recognize Monica for her excellent customer service; she is an asset to your office. The tech was extremely helpful and answered all my questions. Man was disrespectful and added to my stressful situation with no water.</p>	<p>Alicia and Rich went to the home to de-escalate situation and addressed issue.</p>	<p>Give a Senior Discount and stop rate increase for lower usage customers.</p> <p>Customers using less water should receive lower rates. This would incentivize conservation. You should have plumbers that work to repair leaks.</p>

MEMORANDUM

To: Board of Directors

January 17, 2020

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

Subj: Auditor-Controller's Monthly Report of Investments for December 2019

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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 \$23,328,944 and a market value of \$23,362,380. During December the cash balance increased by \$191,246. The market value of securities held increased \$33,436 during the month. The ratio of total cash to budgeted annual operating expense stood at 134%, the same as the prior month.

At December 31, 2019, 62% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 24% in Time Certificates of Deposit, 9% in US Treasury Notes, 4% in the Marin County Treasury, and 1% retained locally for operating purposes. The weighted average maturity of the portfolio was 104 days, compared to 107 days at the end of November. The LAIF interest rate for the month was 2.04%, compared to 2.10% the previous month. The weighted average Portfolio rate was 2.19%, compared to 2.22% the previous month.

Investment Transactions for the month of December are listed below:

12/5/2019	American Express Centurion	US Bank	\$249,352.93	TCD Matured	
12/5/2019	US Bank	LAIF	\$200,000.00	Trsf to LAIF account	
12/9/2019	US Bank	Synovus Bank	\$247,000.00	Purchase 1.65% TCD due 12/9/21	
12/9/2019	LAIF	US Bank	\$60,000.00	Trsf from LAIF account	
12/11/2019	US Bank	LAIF	\$350,000.00	Trsf to LAIF account	
12/19/2019	LAIF	US Bank	\$900,000.00	Trsf from LAIF account	
12/30/2019	US Bank	LAIF	\$800,000.00	Trsf to LAIF account	

**NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
December 31, 2019**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	12/31/2019 Market Value	Yield ²	% of Portfolio
LAIF	State of CA Treasury	AA-	Various	Open	\$14,382,380	\$14,406,999	2.04% ³	62%
Time Certificate of Deposit								
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%
TCD	Reliance Bank	n/a	1/11/19	1/11/21	249,000	249,000	2.70%	1%
TCD	Iberia Bank	n/a	1/25/19	1/25/21	246,000	246,000	2.70%	1%
TCD	Merrick Bank	n/a	2/8/19	2/8/21	249,000	249,000	2.60%	1%
TCD	Eaglebank	n/a	3/15/19	3/15/21	249,000	249,000	2.60%	1%
TCD	Central Bank	n/a	4/18/19	4/19/21	249,000	249,000	2.40%	1%
TCD	Morgan Stanley Private Bank	n/a	5/23/19	5/24/21	247,000	247,000	2.40%	1%
TCD	TIAA Bank	n/a	1/18/19	7/19/21	246,000	246,000	2.75%	1%
TCD	Capital One Bank NA	n/a	8/21/19	8/23/21	247,000	247,000	1.85%	1%
TCD	Capital One Bank USA	n/a	9/6/19	9/7/21	247,000	247,000	1.75%	1%
TCD	Goldman Sachs Bank USA	n/a	10/11/19	10/12/21	247,000	247,000	1.70%	1%
TCD	Flagstar Bank	n/a	11/15/19	11/15/21	247,000	247,000	1.75%	1%
TCD	Synovus Bank	n/a	12/9/19	12/9/21	247,000	247,000	1.65%	1%
					\$5,686,000	\$5,686,000	2.45%	24%
US Treasury Notes								
Treas	2.250%	n/a	7/26/18	3/31/20	999,236	1,001,484	2.55%	4%
Treas	2.750%	n/a	3/5/19	9/30/20	1,001,596	1,008,164	2.75%	4%
					\$2,000,832	\$2,009,648	2.66%	9%
Other								
Agency	Marin Co Treasury	AAA	Various	Open	\$1,045,095	\$1,045,095	2.22%	4%
Other	Various	n/a	Various	Open	214,637	214,637	0.41%	1%
TOTAL IN PORTFOLIO					\$23,328,944	\$23,362,380	2.19%	100%

Weighted Average Maturity = **104 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.

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, 2019.

Interest Bearing Loans	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
StoneTree Golf Loan	6/30/06	2/28/24	\$3,612,640	\$0	2.40%
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$1,192,226	1.00%
Employee Housing Loans (2)	Various	Various	525,000	525,000	Contingent
TOTAL INTEREST BEARING LOANS			\$5,402,935	\$1,717,226	

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

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6

MEMORANDUM

To: Board of Directors January 17, 2020

From: Robert Clark, Maintenance and Operations Supervisor *RC*

Re: Consulting Services Agreement Amendment No. 2– West Yost Associates
R:\Folders by Job No\7000 jobs\7182 WM Brominated THM Reduction\BOD Memos\WY Amend Contract BOD memo 1-3-20.doc

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 2 to the Consulting Engineering Services Agreement with West Yost Associates

FINANCIAL IMPACT: \$20,000

On December 18, 2018, the Board approved a Consulting Engineering Services Agreement with West Yost Associates (West Yost) and established an initial budget of \$75,000 to perform the Stafford Treatment Plant Efficiency Improvement Study. On March 5, 2019, the Board approved an amendment (No. 1) to the agreement for West Yost to provide consulting services for addressing total trihalomethene (THM) production in our West Marin distribution system. The purpose of this memo is to request an amendment to the Consulting Engineering Services Agreement with West Yost.

This Amendment No. 2 will increase funds for West Yost for additional consulting services they have provided to evaluate alternative treatment methods to address total trihalomethane (THM) production in our West Marin distribution system (see Attachment 1). Design phase work included the evaluation of the Point Reyes distribution system hydraulic pressures and potential design build options. Additionally, staff has included another \$5,000 to allow follow-up consulting to the initial STP Effluency Evaluation.

Staff was previously preparing to amend this agreement for the design of the proposed THM removal system when it became clear that the overall project costs have grown well beyond the initial \$300,000 approved in FY19-20 CIP budget. However, with the operational changes made at the Point Reyes Treatment Plant, pumping operations at the Inverness Park Pump Station and chlorine injection modifications at Paradise Ranch Estates Pump #1, our water quality concerns have been substantially mitigated. Staff will continue to evaluate other options to address disinfection by-product water quality concerns, (e.g. new Gallagher well and increased aeration at PRE 2) and further evaluate the need to develop a project to address THM removal at PRE Tank 1.

RECOMMENDATION

That the Board authorizes the General Manager to execute Amendment No. 2 to the Consulting Services Engineering Agreement between NMWD and West Yost Associates and increase the budget by \$20,000.

Approved by GM *RC*

Date *1/17/20*



December 18, 2019

Project No.: 861-50-18-01
SENT VIA: EMAIL

Mr. Rocky Vogler and Mr. Robert Clark
North Marin Water District
999 Rush Creek Place
P.O. Box 146
Novato, CA 94948-0146

SUBJECT: Proposal for Contract Amendment for Engineering Services to provide Hydraulic Analyses and identify additional GAC Treatment Alternatives for the West Marin Water System

Dear Mr. Vogler and Mr. Clark:

Based on our recent discussions, West Yost Associates (West Yost) developed the following Scope of Work and fee estimate (Attachment A) to perform additional evaluations of the granular activated carbon (GAC) systems considered for the North Marin Water District's (District's) Paradise Ranch Estates (PRE) area in the District's West Marin Water System (WMWS). This additional evaluation includes additional hydraulic analysis of the ability to integrate Calgon Carbon's (Calgon's) DISPOSORB® GAC canisters and two other GAC contactor manufacturers' products.

PROJECT UNDERSTANDING AND APPROACH

We understand that the District has experienced both high concentrations of bromine in its Coast Guard wells' groundwater supply and very high brominated trihalomethane (BrTHM) concentrations in some of the quarterly monitoring samples collected at the District's PRE #4 sampling station. In order to maintain compliance with the locational running annual average (LRAA) limits for both THMs and the five regulated haloacetic acids (HAA5), the District is considering the benefit of installing a GAC treatment system in the District's WMWS between the District's groundwater wells and the PRE #4 sample station.

West Yost submitted a draft Technical Memorandum (TM) to the District in June 2019 that identified and evaluated four GAC contactor systems that could be installed at the PRE #1 Tank and Pump Station site. Due to the DISPOSORB® canisters' operating pressure limit (maximum operating pressure is seven pounds per square inch (psi)), the draft TM included a preliminary hydraulic evaluation of where the DISPOSORB GAC cannister alternative could be installed.

Unfortunately, Calgon's DISPOSORB® canisters do not have the required ANSI/NSF 61 certification; therefore, additional suitable alternatives needed to be identified. West Yost has identified two additional GAC treatment system alternatives manufactured by Continental Carbon (Continental) and Culligan International (Culligan).

SCOPE OF WORK

Our scope of services includes the following two specific tasks.

- Task 7. Additional Project Management and QA/QC
- Task 10. Additional Evaluation of GAC Treatment Alternatives

Task 7. Project Management, QA/QC, and Coordination

West Yost's Project Manager will monitor progress of the work and coordinate completion of and quality control review of work products. We anticipate preparing and submitting one invoice summarizing the work.

A West Yost staff member at the Principal Engineer level or higher will review each work product in accordance with West Yost's Quality Assurance and Quality Control (QA/QC) policy.

Task 7 Deliverables: West Yost will submit one work progress status report with our invoice.

Task 10. Additional Evaluation of GAC Treatment Alternatives and Site Visit

West Yost will use the preliminary hydraulic evaluation performed under Task 9 of the Stafford Treatment Plant (STP) Process Efficiency Improvement Study NMWD Job No. 1 4060 and additional information provided by the District to identify the elevation range within which Calgon's temporary DISPOSORB® GAC canisters can be installed at the PRE #1 Tank and Pump Station site. We will also participate in a site visit to the District's PRE #1 site.

ASSUMPTIONS

The scope of work detailed above is based on West Yost's current understanding of the project requirements and is based on the following assumptions.

General

- We will participate in one on-site meeting at the District's PRE #1 property.

Items Not Included in Our Scope of Services

- Any new scope tasks identified as part of the District's CEQA study for the GAC treatment facility project at the District's PRE #1 site property.
- Preliminary and final design services to prepare preliminary and final design plans and specifications.
- Engineering services during construction.
- More than one site visit or field investigation.

Additional Services

No “Additional Services” are anticipated at this time. Should “Additional Services” be identified, West Yost, will perform such “Additional Services” only if mutually agreed to in writing by the District and West Yost.

West Yost did not include a scope task or fee to participate in support for Environmental Documentation filing activities.

FEE ESTIMATE

West Yost’s proposed level of effort and budget for each of the tasks described above is listed in Table 2. West Yost will perform the Scope of Work on an hourly basis, at the billing rates set forth in West Yost’s attached 2019 Billing Rate Schedule, with a not-to-exceed budget of \$15,000. Any additional services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 2. Estimated Level of Effort and Associated Costs		
Task/Work Effort	Level of Effort, hours	Associated Costs, dollars
Task 7. Project Management, QA/QC, and Coordination	10	\$2,352
Task 10. Additional Evaluation of GAC Treatment Alternatives	0	\$12,648
Total	0	\$15,000

PROJECT TEAM

Craig Thompson will serve as the Project Manager for the project. Craig has 33 years of water system and treatment plant design, and optimization experience, including serving as Project Manager for the District’s Stafford Treatment Plant Process Efficiency Improvements Project (STP Project) and the District’s WMWS brominated THM removal assessment task.

Aileen Kondo will serve as Project Engineer for this project. Aileen has 14 years of experience in water treatment plant design and served as project engineer for the District’s STP Process Efficiency Improvements Project.

Tim Banyai will serve as QA/QC Reviewer for the Project. Tim has 30 years of water system and water treatment plant design experience.

Mr. Rocky Vogler and Robert Clark
December 18, 2019
Page 4

PROJECT SCHEDULE

West Yost will coordinate completion of this work upon approval of Contract Amendment.

Please do not hesitate to call if you have any questions or comments on this proposal. We look forward to being of continued service to the North Marin Water District.

Sincerely,

WEST YOST ASSOCIATES



Craig Thompson, PE, BCEE
Project Manager
RCE #44224 & Cert # 10-20029



Robert Ward, PE
Vice President
RCE #43096

Attachment: Attachment A: West Yost Associates Fee Worksheet
Attachment B: West Yost Associates 2019 Billing Rate Schedule

ATTACHMENT A

West Yost Associates Fee Worksheet

West Yost Associates	PVP \$183 T. Barreal	PEP/PSG II \$224 D. Thompson	SE/SS/SG \$223 A. Rondo	AE/AS/AG \$124 R. Anthony	PEP/PSG II \$224 M. Young	PEP/PSG I \$224 D. Wright	GAD II \$150	ADM III \$120	Labor		Costs			
									Hours	Fee	Sub w/ markup 10%	Other Direct	Total Costs	
PROJECT: NNWD West Marin Water System GAC Treatment														
Task 1	Project Management, QA/QC, and Coordination													
1.01 Project Management		6					2		8	\$ 1,824			\$ 1,824	
1.02 Quality Assurance and Quality Control		2							2	\$ 528			\$ 528	
Subtotal, Task 1 (hours)	0	8	0	0	0	0	0	2	10					
Subtotal, Task 1 (\$)		\$ 2,112						\$ 240		\$ 2,352			\$ 2,352	
Task 2	Additional Evaluation of GAC Treatment Alternatives													
2.01 Analyze PRE #1 System Hydraulics		1		8					9	\$ 1,816			\$ 1,816	
2.02 Evaluate GAC Alternatives & NSF 61		8		20					28	\$ 5,992			\$ 5,992	
2.03 Preliminary Engineering Services		2	6			2		2	12	\$ 2,634			\$ 2,634	
2.04 Site Visit		5		4					9	\$ 2,096		\$ 110	\$ 2,206	
Subtotal, Task 2 (hours)	0	16	6	32	0	2	0	2	58					
Subtotal, Task 2 (\$)		\$ 4,224	\$ 1,338	\$ 6,208		\$ 528		\$ 240		\$ 12,538		\$ 110	\$ 12,648	
TOTAL (hours)	0	24	6	32	0	2	0	4	68					
TOTAL (\$)		\$ 6,336	\$ 1,338	\$ 6,208		\$ 528		\$ 480		\$ 14,890	\$ 0	\$ 110	\$ 15,000	

ATTACHMENT B

2019 West Yost Associates Billing Rate Schedule

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$140 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

7

MEMORANDUM

To: Board of Directors
 From: Julie Blue, Auditor-Controller 
 Subj: Renew Agreement for Bill Print Services
t:\act\board reports\board memos\2020\infosend renewal 2020.docx

January 17, 2020

RECOMMENDED ACTION: Approve

FINANCIAL IMPACT: \$250 Annual Increase – New Total Annual Cost \$14,500

The District initially contracted for outside printing and mailing services for its water bills in 1997 at 13.0¢ per bill, and has used InfoSend, located in Anaheim, to provide this service since 2004. The most recent 3-year agreement expired on December 31, 2018. InfoSend has proposed an approximate 1.5% increase effective January 1, 2020, to 12.9¢ per regular bill (currently 12.7¢) and 14.9¢ per reminder bill (current 14.7¢) through December 2020. The contract will renew annually at these rates with the option to terminate, renegotiate the rates, or continue month to month with 60 days advanced written notice. Staff continues to be satisfied with InfoSend's services.

InfoSend printed and mailed 111,520 bills¹ in 2019, though as more customers may elect the option to receive their bill via email, that number will continue to decline.

The proposed agreement is unchanged except for revision to the dates and incorporation of the new rates.

RECOMMENDATION:

Authorize the Auditor-Controller to renew the agreement with InfoSend to provide document processing services for a one year period, with annual automatic renewal, commencing January 1, 2020 at 12.9¢ per regular bill and 14.9¢ per reminder bill.

¹ Regular Bills – 99,880 (16,650 customers), Reminder Notices – 10,640 (1,775 customers), Estimated email only – 4,680 customers

Approved by GM 

Date 1/17/20

8

MEMORANDUM

To: Board of Directors

January 17, 2020

From: Julie Blue, Auditor/Controller JB

Subj: Revisions to *Late Charge and Shut-off Policy No. 6* and *Regulation 55* in response to Senate Bill 998

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RECOMMENDED ACTION: Approve Revision to *Late Charge and Shut-Off Policy No. 6* and *Regulation 55***FINANCIAL IMPACT:** Approximately \$1,000Background

Senate Bill 998 (SB998), entitled "Discontinuation of residential water service: urban and community water systems" was signed into law in September 2018. The new legislation will impact current District policies and procedures related to discontinuation of water service for delinquent accounts and will be implemented on February 1, 2020.

The bill prohibits a water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days.

SB998 Summary

- In order to comply with SB998 the policy must be posted on the website and include a plan for deferred or reduced payments, provide information on the formal process to appeal or contest a bill, and provide the telephone number to contact to discuss options to avoid shut-off. The policy needs to be available in the following languages: English, Spanish, Chinese, Tagalog, Vietnamese, and Korean. The estimated cost to translate the policy into the above languages is \$1,000.
- Once a customer is at least 60 days delinquent on payment of their water bill, notice of termination must be provided in writing at least 10 days prior to discontinuing water service. If service and billing addresses are different notices must be sent to both.
- Termination of service is not permitted if there is a pending appeal of a water bill or a payment agreement has been entered. If a customer fails to comply with a payment agreement service can be discontinued 5 days after posting a notice of intent to discontinue service.

- An annual report must be submitted to the State Water Resource Control Board (and posted to the District website) indicating the number of times residential service has been discontinued for inability to pay.

Policy/Regulation Update

The updated policy (Attachment A) outlines the required communication to customers for non-payment (timelines and content), alternative payment options, exceptions to water service shut-off, and procedural guidelines. The policy changes will require updates to the written materials provided to customers on their bi-monthly bills, reminder letters, and shut-off notifications. The policy, once enacted, will extend the time a customer has to pay before water service is shut-off, by about 7 days. The new policy will also simplify the assessment of late payments which will be set at \$25 for customers that are 60 days past due. See Attachment B for the specific changes from the original policy.

The updated related Regulation 55 (Attachment C) summarizes the termination, disconnection, and reconnection of water service. The updates needed to this regulation are a result of the changes to Policy No. 6. Similar to the Policy, the Regulation also outlines the billing dues dates and timing of notifications prior to shut-off and changes the assessment process and total for late payments. See Attachment D for the specific changes from the original Regulation.

RECOMMENDATION:

That the Approve:

1. Revisions to Policy No. 6 Late Charge and Shut-Off policy No. 6 and;
2. Revisions to Regulation 55 Termination, Disconnection, and Reconnection

NORTH MARIN WATER DISTRICT

POLICY: LATE CHARGE AND SHUT-OFF
POLICY NUMBER: 6

Original Date: 2002
Last Reviewed: 01/21/20
Last Revised: 01/21/20

CONTACT INFORMATION:

District customer service staff may be reached between 8:00 a.m. – 5:00 p.m., Monday through Friday at 415-897-4133 to discuss options to avoid water service shutoff.

BILL DUE DATE:

Regular bills are mailed bimonthly (6 times per year) and payment is due as of the bill date (the "Due Date"). All charges are due, in full, no later than 60 days following the Due Date. If payment is not received within 60 days of the Due Date, Late Payment Charges will be assessed.

REMINDER NOTICE:

If payment is not received within 30 days after the Due Date, a Reminder Notice will be mailed. Only one Reminder Notice will be mailed per bill cycle. The Reminder Notice will not extend the Due Date.

LATE PAYMENT CHARGES:

Once a bill has become 60 days past due a Late Payment Charge of \$25 will be assessed.

PAYMENT PLANS:

The District offers payment plans of up to 12 months in duration for payment of delinquent charges. Length and minimum payment are subject to the District's discretion. Payment plans and subsequent account charges must be maintained in good standing to avoid further charges, fees, or water service shutoff.

WATER SERVICE SHUTOFF:

Should a bill not be paid within 60 days of the Due Date, water service to the account service location is subject to shutoff and additional fees and penalties. At the District's discretion, the following process may be started once an account has reach 60 days past due:

1. A Turn Off Notice will be mailed to the account holder address and, if different, to the service location (addressed to "Occupant") no later than 10 days prior to the date that water service will be shutoff. In addition, the Turn Off Notice shall be left in a conspicuous location at the service address.
2. The Turn Off Notice shall, at minimum, include the following information:
 - a. The account holder's name and address;
 - b. The amount of the delinquency;

- c. The date by which payment or arrangement for payment is required to avoid shutoff of water service;
- d. Information regarding how to petition for review and appeal of the delinquent bill;
- e. Information regarding requesting an extension of time to pay, including entering into a payment schedule for payment of the delinquent charges.
- f. Information regarding how tenants, if the landlord is the account holder, may become direct customers of the District and assume responsibility for subsequent charges for water service.

Exceptions to Water Service Shutoff:

- 1. Water service shall not be shutoff during the time a bill is under review by the District or while an appeal is pending per District Policy 6.
- 2. If the account holder or resident claims that the bill has already been paid, the field service representative will ask for a receipt. If a receipt is not provided, the field service representative will leave the water on and instruct the account holder or resident to call the office. Proof of payment will need to be shown or a replacement payment made to prevent shutoff.
- 3. Water service shall not be shutoff if all of the following conditions apply:
 - a. The account holder or tenant submits the certification from a primary care provider that discontinuation of residential service will be life threatening to or pose a serious threat to the health and safety of a resident of the premises where residential service is provided.
 - b. The account holder is willing to enter into an alternative payment schedule agreement with respect to all delinquent charges and such plan is signed by the account holder within 5 days of a request or Turn Off Notice.
 - c. It is demonstrated that the resident at the water service location, if the resident is the account holder, is financially unable to pay for residential service within the District's normal billing cycle. The account holder/resident shall be deemed financially unable to pay for residential service within the District's normal billing cycle if any member of the household to which water service shutoff is imminent is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the household's annual income is less than 200 percent of the federal poverty level.
 - i. Should any condition 3a, 3b, or 3c be met, the account holder/resident shall be eligible to enter into an alternative payment schedule agreement with respect to all delinquent charges, which shall not exceed 12 months from the date of the agreement. During the pendency of any such agreement, the account shall otherwise be required to remain free from additional delinquencies.

- ii. Should any alternative payment schedule become 60 or more days delinquent or should the current water service charges become 60 days or more delinquent, the District may post a Final Turnoff Notice at the service location indicating that water service will be shutoff. The Final Turnoff Notice shall be posted no later than 5 days prior to the date of shutoff.

AFTER HOURS TURN-ON AND COLLECTIONS:

1. Turn-on and collection will be performed any time after 5:00 p.m. and before 8:00 a.m. unless:
 - . On shut-off days, the on-call representative is cautioned that anyone on the shut-off list with a non-cooperative reputation that has been on the list four or more times should not be turned on after 5:00 p.m. The service representative is to use his/her own judgment. The representative has the right to make an exception to this general rule based on their experience with the consumer. The Novato Police Department or Marin County Sheriff (West Marin) should be called anytime the service representative believes an escort is warranted.
2. The answering service will advise the account holder or resident to have payment (cash or check) ready for the on-call field service representative.
3. The answering service will obtain the account holder's or resident's phone number to allow the on-call field service representative to call the account holder or resident to discuss any problem.

TURN ON CHARGES:

Should water service be shutoff, the following charges shall apply to restore service to the service location:

\$35.00 (Monday through Friday, 8:00 a.m.-5:00 p.m.)

\$60.00 (evenings, weekends, and holidays)

This information is communicated to the consumer by the answering service prior to dispatching an after-hours service representative.

If it is determined by either the field service representative or by the office staff that a hardship situation exists, the Turn-On Charge can be applied to the next bill.

DISCONTINUATION OF UTILITY SERVICE FOR OTHER CUSTOMER VIOLATIONS:

The District reserves the right to discontinue utility service for any violations of District ordinances, rules, or regulations other than nonpayment.

OTHER REMEDIES:

In addition to discontinuation of utility service, the District may pursue any other remedies available in law or equity for nonpayment of utility service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District will be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

Revisions: 2002, 2006, 2013, 2020

NORTH MARIN WATER DISTRICT

POLICY: LATE CHARGE AND SHUT-OFF
POLICY NUMBER: 6

Original Date: 2002
Last Reviewed: 01/21/20 May 2006
Last Revised: 04/02/13 01/21/20

CONTACT INFORMATION:

District customer service staff may be reached between 8:00 a.m. – 5:00 p.m., Monday through Friday at 415-897-4133 to discuss options to avoid water service shutoff.

BILL DUE DATE:

Regular bills are mailed bimonthly (6 times per year) and payment is due 25 days after as of the bill date. A grace period of 14 days is allowed date (the "Due Date"). All charges are due, in full, no later than 60 days following the Due Date. If payment is not received within 14 days after the due date, a Reminder Notice within 60 days of the Due Date, Late Payment Charges will be mailed assessed.

REMINDER NOTICE:

If payment is not received within 30 days after the Due Date, a Reminder Notice will be mailed. Only one Reminder Notice will be mailed, per bill cycle. The Reminder Notice will not extend the due date to pay by 10 days (49 days from the original bill date). All charges are due, in full, by the extended due date pursuant to the Reminder Notice. If payment is not received by the extended due date, Late Payment Charges will be assessed. No additional notice will be provided. Due Date.

LATE PAYMENT CHARGES: (Collection and Turn-Off)

Once a bill has become 60 days past due a Late Payment Charges Charge of \$25 will be assessed based on the number of times a consumer has failed to pay by the extended due date in the past.

PAYMENT PLANS:

The District offers payment plans of up to 12 months in duration for payment of delinquent charges. Length and minimum payment are subject to the District's discretion. Payment plans and subsequent account charges must be maintained in good standing to avoid further charges, fees, or water service shutoff.

First Time:

A letter will be sent to the consumer stating that we did not receive their payment by the due date. A \$6.00 Late Payment Charge will be added to their account. To avoid additional charges payment must be received in the District's office within 48 hours.

Second Time:

~~A letter will be sent to the consumer stating that we did not receive their payment by the due date. A \$20.00 Late Payment Charge will be added to their account. To avoid additional charges payment must be received in the District's office within 48 hours.~~

Each Time Thereafter:

~~A service representative will go to the consumer's service location and water service will be shut off. Service will not be resumed until payment is received or arrangements made with District office staff. A "Notice to Consumer" tag will be left at the consumer's service location advising that water has been shut off and a \$25.00 Trip Charge will be added to their bill.~~

Turn on charges are as follows:

~~\$35.00 (Monday through Friday, 8:00 a.m. - 5:00 p.m.)~~

~~\$60.00 (evenings, weekends, and holidays)~~

~~This information is communicated to the consumer by the answering service prior to dispatching an after hours service representative.~~

EXCEPTIONS:

- ~~1. If it is determined by either the field service representative or by the office staff that a hardship situation exists, the Turn On Charge can be applied to the next bill.~~
- ~~2. If the consumer can only pay a partial payment, payment arrangements need to be made with the office for the balance due (preferably to be paid within the next two weeks.) Note: Each case should take into consideration any reasonable circumstances that would justify the exemption from the collection charge, i.e., illness or death in family. Additionally a fee adjustment (waiver) is allowed once in a twenty-four month period if the consumer believes the charge is not justified.~~

~~If the consumer~~ **WATER SERVICE SHUTOFF:**

Should a bill not be paid within 60 days of the Due Date, water service to the account service location is subject to shutoff and additional fees and penalties. At the District's discretion, the following process may be started once an account has reach 60 days past due:

1. A Turn Off Notice will be mailed to the account holder address and, if different, to the service location (addressed to "Occupant") no later than 10 days prior to the date that water service will be shutoff. In addition, the Turn Off Notice shall be left in a conspicuous location at the service address.
2. The Turn Off Notice shall, at minimum, include the following information:
 - a. The account holder's name and address;
 - b. The amount of the delinquency;
 - c. The date by which payment or arrangement for payment is required to avoid shutoff of water service;

- d. Information regarding how to petition for review and appeal of the delinquent bill;
- e. Information regarding requesting an extension of time to pay, including entering into a payment schedule for payment of the delinquent charges.
- f. Information regarding how tenants, if the landlord is the account holder, may become direct customers of the District and assume responsibility for subsequent charges for water service.

Exceptions to Water Service Shutoff:

1. Water service shall not be shutoff during the time a bill is under review by the District or while an appeal is pending per District Policy 6.
2. If the account holder or resident claims that the bill has already been paid, the field service personrepresentative will ask for a receipt. If the consumer is unable to provide the If a receipt is not provided, the field service personrepresentative will leave the water on and instruct the consumeraccount holder or resident to call the office. The consumer will then need to show proofProof of payment or makewill need to be shown or a replacement payment made to prevent shutoff.
3. Water service shall not be shutoff if all of the following conditions apply:
 - a. The account holder or tenant submits the certification from a primary care provider that discontinuation of residential service will be life threatening to or pose a serious threat to the health and safety of a resident of the premises where residential service is provided.
 - b. The account holder is willing to enter into an alternative payment schedule agreement with respect to all delinquent charges and such plan is signed by the account holder within 5 days of a request or Turn Off Notice.
 - c. It is demonstrated that the resident at the water service location, if the resident is the account holder, is financially unable to pay for residential service within the District's normal billing cycle. The account holder/resident shall be deemed financially unable to pay for residential service within the District's normal billing cycle if any member of the household to which water service shutoff is imminent is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the household's annual income is less than 200 percent of the federal poverty level.
 - i. Should any condition 3a, 3b, or 3c be met, the account holder/resident shall be eligible to enter into an alternative payment schedule agreement with respect to all delinquent charges, which shall not exceed 12 months from the date of the agreement. During the pendency of any such agreement, the account shall otherwise be required to remain free from additional delinquencies.

- 3.ii. Should any alternative payment schedule become 60 or more days delinquent or should the current water service charges become 60 days or more delinquent, the District may post a Final Turnoff Notice at the service location indicating that water service will be shutoff. The Final Turnoff Notice shall be posted no later than 5 days prior to the date of shutoff.

AFTER HOURS TURN-ON AND COLLECTIONS:

1. Turn-on and collection will be performed any time after 5:00 p.m. and before 8:00 a.m. unless:

~~A difficult person. The service representative is to use his/her own judgment.~~ On shut-off days, the on-call representative is cautioned that anyone on the shut-off list with an aggressive non-cooperative reputation that has been on the list four or more times should not be turned on after 5:00 p.m. The service representative is to use his/her own judgment. The representative has the right to make an exception to this general rule based on their experience with the consumer. The Novato Police Department or Marin County Sheriff (West Marin) should be called anytime the service representative believes an escort is warranted.

2. The answering service will advise the consumer account holder or resident to have payment (cash or check) ready for the on-call field service representative.
3. ~~The answering service will obtain the consumer's account holder's or resident's~~ phone number to allow the on-call field service representative to call the consumer account holder or resident to discuss any problem.

3.

TURN ON CHARGES:

Should water service be shutoff, the following charges shall apply to restore service to the service location:

\$35.00 (Monday through Friday, 8:00 a.m-5:00 p.m.)

\$60.00 (evenings, weekends, and holidays)

This information is communicated to the consumer by the answering service prior to dispatching an after-hours service representative.

If it is determined by either the field service representative or by the office staff that a hardship situation exists, the Turn-On Charge can be applied to the next bill.

DISCONTINUATION OF UTILITY SERVICE FOR OTHER CUSTOMER VIOLATIONS:

The District reserves the right to discontinue utility service for any violations of District ordinances, rules, or regulations other than nonpayment.

OTHER REMEDIES:

In addition to discontinuation of utility service, the District may pursue any other remedies available in law or equity for nonpayment of utility service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District will be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

Revisions: 2002, 2006, 2013, 2020

Revisions: 2002, 2006, 04/02/13

NORTH MARIN WATER DISTRICT

REGULATION 55

TERMINATION, DISCONNECTION AND RECONNECTION

a. Termination of Service on Request of Customer

Water service will be terminated by shut-off at the meter during regular working hours within a reasonable time after receipt of a request for termination from the customer. Shut-off will be made on the day requested by the customer if the request is made sufficiently in advance. A customer's request for termination shall be regarded as a notice of permanent discontinuance of service unless the District is otherwise specifically advised. The customer shall be responsible for payment of all service rendered prior to actual shut-off.

A reconnection charge shall be due for each reconnection, following the second or subsequent disconnection requested by a customer within any thirty (30) day period as follows:

A Turn-On Charge of \$35.00 will apply to requests received Monday - Friday, 8:00 a.m. - 5:00 p.m.

A Turn-On Charge of \$60.00 will apply to requests after 5:00 p.m. and on weekends and holidays

b. Disconnection of Service by the District

- (1) Except as otherwise expressly provided in this Regulation 55 or District Policy 6, the District may at any time disconnect a water service for failure to comply with any of the District's rules and regulations, including non-payment of any bill or charge.
- (2) The District may disconnect water service of a customer, pursuant to District Policy 6, if the customer fails to pay any bill or charge of the District which the customer is responsible to pay or any indebtedness of the customer to the District pursuant to contract or final judgment. Normally the District will not disconnect a service if payment is made within sixty (60) days of the applicable due date. A notice of not less than ten (10) days prior to termination will be mailed to the customer at the address used by the District for billing. Nothing herein shall preclude giving notice by a different method or for a different period of time when under the circumstances it is lawful and reasonable to do so.
- (3) Where disconnection for failure to pay a bill or charge involves multiple residential units served by a master meter, the District will provide notice to each residential unit that the account is in arrears and that service is to be terminated, together with the date of termination, which shall be no earlier than ten (10) days thereafter.

The notice will further inform the residents of their right to become direct District customers without being required to pay the delinquent balance on the account, provided that each and every user of the service then residing in the premises agrees to all District rules and regulations governing service then in effect and otherwise qualifies for District service. One or more residential users may, if able, assume responsibility for the entire account to the District's satisfaction

c. Reconnection

- (1) The District may require, as a condition precedent to reconnection of a service, that it be satisfied that any previous breach of the District's rules and regulations will not recur and that all bills, charges, and debts payable by the customer to the District are paid in full. A deposit may be required, in an amount to be determined by the District, from time to time.

If Service is Disconnected for non-payment or for violation of any District rule or regu

A Turn-On Charge of \$35.00 will apply to requests received Monday
- Friday, 8:00 a.m. - 5:00 p.m.

A Turn-On Charge of \$60.00 will apply to requests after 5:00 p.m.
and on weekends and holidays

**NORTH MARIN WATER DISTRICT
REGULATION 55**

TERMINATION, DISCONNECTION AND RECONNECTION

a. Termination of Service on Request of Customer

Water service will be terminated by shut-off at the meter during regular working hours within a reasonable time after receipt of a request for termination from the customer. Shut-off will be made on the day requested by the customer if the request is made sufficiently in advance. A customer's request for termination shall be regarded as a notice of permanent discontinuance of service unless the District is otherwise specifically advised. The customer shall be responsible for payment of all service rendered prior to actual shut-off.

A reconnection charge shall be due for each reconnection, following the second or subsequent disconnection requested by a customer within any thirty (30) day period as follows:

A Turn-On Charge of \$35.00 will apply to requests received Monday - Friday, 8:00 a.m. - 5:00 p.m.

A Turn-On Charge of \$60.00 will apply to requests after 5:00 p.m. and on weekends and holidays

b. Disconnection of Service by the District

- (1) Except as otherwise expressly provided in this Regulation 55 or District Policy 6, the District may at any time disconnect a water service for failure to comply with any of the District's rules and regulations, including non-payment of any bill or charge.
- (2) The District may disconnect ~~any~~ water service of a customer, at any time pursuant to District Policy 6, if the customer fails to pay any bill or charge of the District which the customer is responsible to pay or any indebtedness of the customer to the District pursuant to contract or final judgment. Normally the District will not disconnect a service if payment is made within thirty-sixty (60) days of the applicable due date. A notice of not less than ten (10) days prior to termination will be mailed to the customer at the address used by the District for billing. Nothing herein shall preclude giving notice by a different method or for a different period of time when under the circumstances it is lawful and reasonable to do so.
- (3) Where disconnection for failure to pay a bill or charge involves multiple residential units served by a master meter, the District will provide notice tofy the each userresidential units occupying said multiple units that the account is in arrears and that service is to be terminated, together with the date of termination, normally which shall be no earlier than ten (10) days thereafter.

The notice will further inform the user residents that he has the of their right to become a direct District customers without being required to pay the delinquent balance on the account, provided that each and every user of the service then residing on-in the premises agrees to all District rules and regulations governing service then in effect and otherwise qualifies for District service, provided, however, that oneOne or more

residential users may, if able, assume responsibility for the entire account to the District's satisfaction


c. Reconnection

- (1) The District may require, as a condition precedent to reconnection of a service, that it be satisfied that any previous breach of the District's rules and regulations will not recur and that all bills, charges, and debts payable by the customer to the District are paid in full. A deposit may be required, in an amount to be determined by the District, from time to time.
- (2) ~~A reconnection charge of \$12.00 shall be made for each reconnection following a second or subsequent disconnection requested by a customer within any thirty-day period.~~
- (3) ~~Effective May 8, 2002 a charge shall be assessed based on the number of times customer has been scheduled for disconnection in the past year (whether or not actually disconnected) in accordance with the following schedule:~~
~~First time: \$ 6.00 Late Payment Charge~~
~~Second time: \$20.00 Late Payment Charge~~
~~Third time: \$25.00 Trip Charge~~
~~If Service is Disconnected for non-payment or for violation of any District rule or regu~~
~~\$35.00 A Turn-On Charge of \$35.00 will apply to requests received Monday~~
~~- Friday, 8:00 a.m. - 5:00 p.m.~~
~~\$60.00 A Turn-On Charge of \$60.00 will apply to requests after 5:00 p.m.~~
~~and on weekends and holidays~~
- (4) ~~Any approved grace period is limited to 48 hours for first or second time (in a twelve month period) delinquent accounts. No grace period is available to more frequently previously scheduled delinquent accounts except in cases of bona fide medical necessity supported by a doctor's certification.~~

9

MEMORANDUM

To: Board of Directors January 17, 2020

From: Drew McIntyre, General Manager
Carmela Chandrasekera, Associate Engineer 

Subject: Gallagher Ranch (Lagunitas Creek) Streambank Stabilization – CEQA -Notice of Exemption

R:\Folders by Job No\7000 jobs\7185 Lagunitas Creek Slope Stabilization\NOE\NOE BOD Memo 01-17-2020_ESA_CC.doc

RECOMMENDED ACTION: Approve Filing Attached Notice of Exemption (NOE)

FINANCIAL IMPACT: None – Information

Staff recommends the Board approve filing the attached Notice of Exemption for the Gallagher Ranch Streambank Stabilization Project.

The Gallagher Ranch Streambank Stabilization Project (project) proposes to repair a bank failure along Lagunitas Creek in Point Reyes Station that occurred as a result of 2017 and 2019 winter storms. This streambank failure threatens North Marin Water District (NMWD) Gallagher well and pipeline conveying water to the Point Reyes Treatment Plant. The project would occur within the private property of Gallagher Ranch, Parcel #119-050-17, located at 14500 Point Reyes-Petaluma Road in Point Reyes Station. See Attachment 1 for project site location and detailed site plan.

The project will provide 170 linear feet of structural streambank stabilization along Lagunitas Creek through log crib wall construction, willow revetment, and other riparian plantings. The purpose of the Project is to protect downstream NMWD well and conveyance pipeline and to provide slope stability and riparian habitat benefits to the creek.

The Board approved Environmental Science Associates (ESA) to provide environmental permitting support for the project on October 15, 2019. ESA indicates that due to the proposed design and limited size of the project, the Gallagher Ranch Streambank Stabilization Project qualifies for a Class 33 Categorical Exemption under California Environmental Quality Act (CEQA) Section 15333 (small habitat restoration projects). See Notice of Exemption Attachment 2, for a brief statement of the reasons why the project would qualify for the CEQA exemption.

Although categorically exempt from CEQA other environmental permitting is still required to construct the streambank repairs. Special status plant/wildlife species and regulated habitats may be impacted by the proposed project and avoidance and minimization for such resources needs to be demonstrated during the permitting process.

Project permitting related to state regulations will be done under California Habitat Restoration Enhancement Act (HREA). As a project that disturbs less than 5 acres of land (and less than 500 lf of restoration length), the project qualifies for permitting under HREA. The

Project would implement resource avoidance measures to limit impacts consistent with State and Federal established guidelines pertaining to critical habitats for affected species. California Department of Fish and Wildlife (CDFW) permitting for HREA projects (once eligibility is demonstrated) is simpler and applications can be approved within 30 to 60 days. HREA projects must qualify for CEQA Categorical Exemption (C-33) and apply for USACE 404 Nationwide Permit. This process will also include State Water Resources Control Board's (SWRCB) Notice of Intent to comply with Clean Water Act (CWA) Water Quality Certification, CDFW Fish and Game Code Section 1652 Request to Approve Habitat Restoration or Enhancement Project, and California Endangered Species Act (CESA) take coverage.

Federal permits are independent of the CEQA categorical exemption. Federal Endangered Species Act (FESA) Section 7 consultations and National Historic Preservation Act Section 106 will be handled by the USDA Natural Resources Conservation Service (NRCS). NRCS is the primary funding entity (funds 75% of the eligible project costs). The Project will also need a Marin County Coastal Permit, as construction is proposed to occur in the coastal zone. This permit application package is currently in progress and is anticipated to be completed and submitted for county review in January.

Staff recommends that the District file a Notice of Exemption with the County of Marin at this time. The Notice of Exemption (NOE) is provided as Attachment 2.

RECOMMENDATION

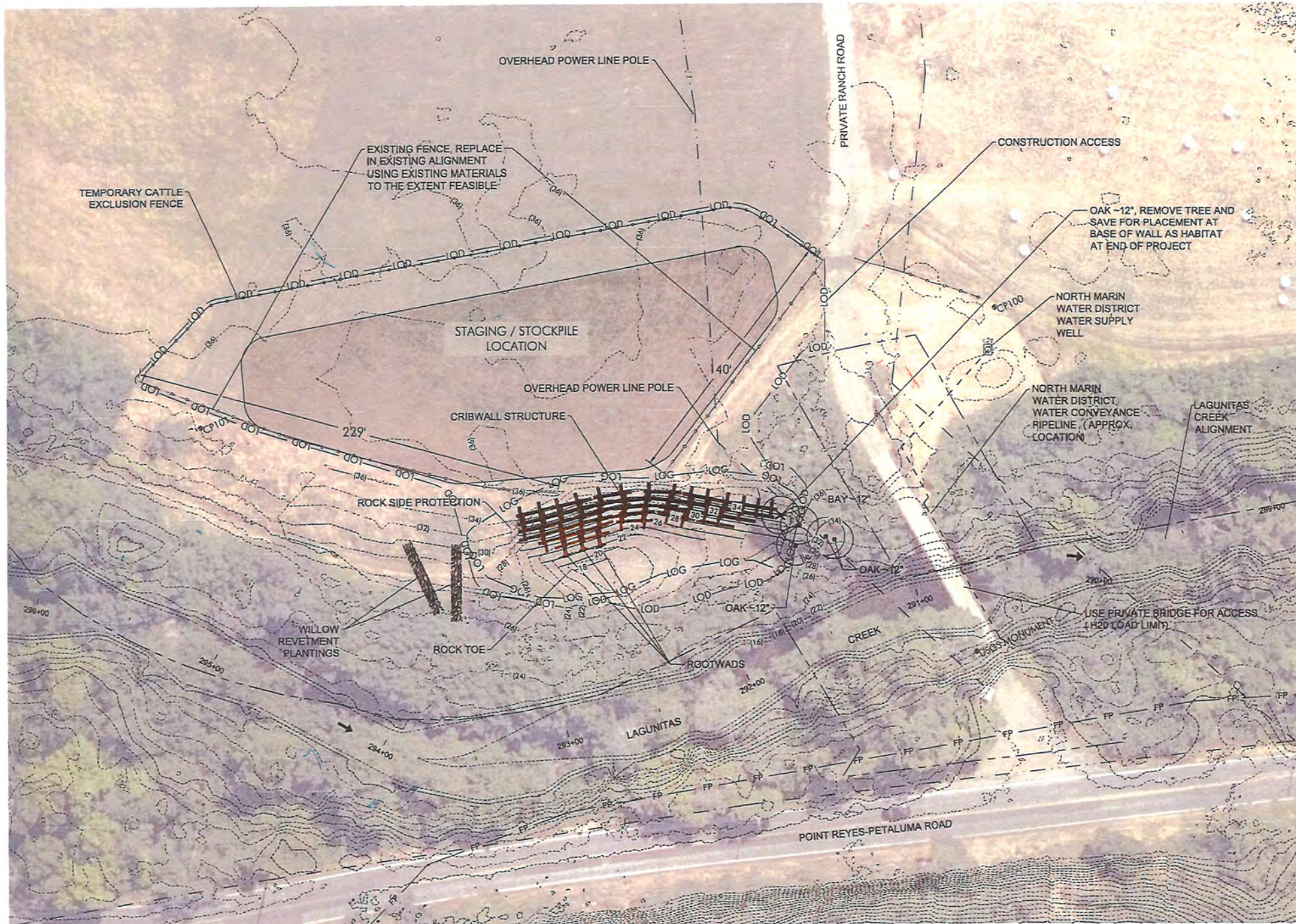
Approve filing of the attached Notice of Exemption.



SOURCE: USGS 7.5 minute topo map - Inverness Quad

D191323.00 Gallagher Ranch Streambank Stabilization Project

Figure 1
Project Site Location



1 SITE PLAN

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Marin
3501 Civic Center Drive Ste. 234
San Rafael, CA 94903

From: (Public Agency): North Marin Water District (NMWD)
PO Box 146 Novato, CA 94948-0146 (mail)
999 Rush Creek Place Novato, CA 94945 (physical)

(Address)

Project Title: Gallagher Ranch (Lagunitas Creek) Streambank Stabilization Project

Project Applicant: North Marin Water District

Project Location - Specific:

The project is within private property of Gallagher Ranch, Parcel #119-050-17, located at 14500 Point Reyes-Petaluma Road in Point Reyes Station, California.

Project Location - City: Point Reyes Station Project Location - County: Marin

Description of Nature, Purpose and Beneficiaries of Project:

The project will provide structural streambank stabilization along Lagunitas Creek through log crib wall construction and riparian plantings. The Project will protect downstream NMWD water supply infrastructure (wells and a conveyance pipeline) and benefit the creek, providing slope protection and riparian habitat.

Name of Public Agency Approving Project: North Marin Water District

Name of Person or Agency Carrying Out Project: North Marin Water District

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 33, 15333 Small Habitat Restoration
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The project would include 170 linear feet of streambank restoration, with a limit of disturbance area of 2 acres. The project would not exceed 5 acres in size. The purpose of the project is to address existing erosion to restore and enhance fisheries habitat, which is consistent with the Class 33 Categorical Exemption 15333 Small Habitat Restoration Projects. Attachment A contains additional reasons why the project fits this exemption.

Lead Agency
Contact Person: Drew McIntyre, General Manager Area Code/Telephone/Extension: 415-897-4133

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment A
North Marin Water District
Gallagher Ranch (Lagunitas Creek) Streambank Stabilization
CEQA Notice of Exemption

Reasons why the Project is Exempt from Environmental Review under CEQA:

Section 21084 of the Public Resources Code contains a list of classes of projects which have been determined not to have a significant effect on the environment and are declared categorically exempt from the California Environmental Quality Act (CEQA) requirement for the preparation of environmental documents. The North Marin Water District finds that the Gallagher Ranch (Lagunitas Creek) Streambank Stabilization Project (the Project) is categorically exempt from the CEQA on the basis that the Project is consistent with the criteria outlined in the Class 33 Categorical Exemption as a small habitat restoration project. Refer to **Table 1** for a description of Class 33 Categorical Exemption 15333 Small Habitat Restoration Projects. This finding is based on:

1. The Project under consideration is a small habitat restoration project with a proposed limit of disturbance of 2 acres; thus the Project meets the criteria of not exceeding 5 acres in size. The Project is proposed for the purpose of restoration of fisheries habitat, which is consistent with the Class 33 Categorical Exemption 15333 Small Habitat Restoration Projects.
2. As required for the Construction General Permit, the Project would implement best management practices (BMPs) and a Stormwater Pollution Prevention Plan (SWPPP) to ensure that water quality is protected and no significant adverse impacts to endangered, rare or threatened species or their habitats occur during construction of the Project. BMPs will include measures to reduce siltation of Lagunitas Creek, as identified in the Project's construction specifications.
3. Based on a review of the Water Quality Control Board's Geotracker web tool, the Project site contains no hazardous materials sites (SWRCB, 2019).
4. The Project site does not contain and would have no impact on historical resources.
5. The Project would reduce and correct current erosive conditions on site and would not result in significant impacts when considered in the context of recent, current, and foreseeable future projects.
6. The Project is a stream bank repair and revegetation project, the stated purpose of which is to address existing erosive conditions and thereby improve habitat for anadromous fish. The project's purpose is consistent with 15333 d) examples of small habitat restoration projects 3, and 5 (described in Table 1).

Table 1 Class 33 CEQA Categorical Exemption

15333. SMALL HABITAT RESTORATION PROJECTS

Class 33 consists of projects not to exceed five acres in size to assure the maintenance, restoration, enhancement, or protection of habitat for fish, plants, or wildlife provided that:

- a) There would be no significant adverse impact on endangered, rare or threatened species or their habitat pursuant to section 15065,
- b) There are no hazardous materials at or around the project site that may be disturbed or removed, and
- c) The project will not result in impacts that are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
- d) Examples of small restoration projects may include, but are not limited to:
 - (1) revegetation of disturbed areas with native plant species;
 - (2) wetland restoration, the primary purpose of which is to improve conditions for waterfowl or other species that rely on wetland habitat;
 - (3) stream or river bank revegetation, the primary purpose of which is to improve habitat for amphibians or native fish;
 - (4) projects to restore or enhance habitat that are carried out principally with hand labor and not mechanized equipment.
 - (5) stream or river bank stabilization with native vegetation or other bioengineering techniques, the primary purpose of which is to reduce or eliminate erosion and sedimentation; and
 - (6) culvert replacement conducted in accordance with published guidelines of the Department of Fish and Game or NOAA Fisheries, the primary purpose of which is to improve habitat or reduce sedimentation.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Section 21084, Public Resources Code.

References:

State Water Resources Control Board, 2019. Geotracker web-based mapping tool. Available online: [https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=Point Reyes](https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=Point+Reyes). Accessed December 3, 2019.

10

MEMORANDUM

To: Board of Directors
 From: Drew McIntyre, General Manager

Date: January 17, 2020



Subject: Approve Gallagher Ranch (Lagunitas Creek) Streambank Stabilization Grant Agreement – Natural Resources Conservation Service (NRCS)

r:\folders by job no\7000 jobs\7185 lagunitas creek slope stabilization\bod memos\ncrs grant agreement bod memo 01-17-2020.doc

RECOMMENDED ACTION: That the Board authorize the General Manager to execute a grant funding agreement with NRCS.
FINANCIAL IMPACT: \$231,000 Grant

Background

At the May 7, 2019 meeting, the Board was apprised of flood damage to Lagunitas Creek immediately upstream of the Gallagher Ranch Bridge (used to support our Gallagher Well water transmission pipeline). Due to concerns that ongoing creek bank erosion could jeopardize the bridge abutments, the Board approved submission of a request to the Natural Resources Conservation Service (NRCS) for Emergency Watershed Protection (EWP) grant funding. On August 28, 2019, the District received notice that the project had been approved by NRCS for grant funding under their EWP program. The EWP program provides 75% grant funding for construction costs plus a 7.5% allowance for design phase services. Permitting costs are not eligible for grant funding.

The program has a restricted timeline and we must show due diligence working quickly through the design/permitting, bid and construction phases. The overall project must be completed by May 22, 2020 as it is considered an emergency repair project. At the October 1, 2019 meeting the Board approved an agreement with WRA Environmental Consultants (WRA) to perform design phase services (through construction) for the Gallagher Ranch (Lagunitas Creek) Streambank Stabilization project. At the following meeting on October 15, 2019, the Board approved an agreement with Environmental Science Associates (ESA) to perform permitting services. A related Board item on this agenda pertains to approval to file a Notice of Exemption with the County.

NRCS Grant Agreement

The attached grant agreement with NRCS has been reviewed by staff and legal counsel. The agreement assumes a construction cost of \$280,000 (estimated by NRCS) and provides 75% federal grant funding at \$210,000 and includes a grant allowance of \$21,000

(7.5% of construction cost) to be applied to design phase costs. If the actual low bid exceeds the estimated cost of \$280,000, NMWD will submit a request to NRCS to approve an amendment to increase the funding authorization.

Financial Impact

At the time of the October 15 Board meeting, the total conceptual project cost estimate for this work was approximately \$450,000 (~\$150,000 for design/permitting and ~\$300,000 for construction). WRA's construction cost estimate based on the 90% design submittal is \$270,000 without any contingencies. The estimated local match remains unchanged at ~\$200,000. Staff still expects to receive a combined \$50,000 local match contribution from the property owners and Marin Agricultural Land Trust (MALT). NMWD's estimated local share remains \$150,000. These estimated costs will be updated after the bid phase.

This project was not originally anticipated in the FY19/20 CIP budget. However, a West Marin budget augmentation is not being requested at this time because delays in other FY19/20 West Marin Capital Improvement Projects could result in sufficient funds being available in the current fiscal year budget. The need for any budget augmentation will be reviewed again as part of the third quarter CIP progress report.

RECOMMENDATION

That the Board authorize the General Manager to execute a grant funding agreement with NRCS for the Gallagher Ranch (Lagunitas Creek) Streambank Stabilization project.



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR209104XXXXC002	2. Amendment Number	3. Award /Project Period NRCS signature - 05/22/2020	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 430 G Street, Suite 4164 Davis, CA 95616		6. Recipient Organization (Name and Address) NORTH MARIN WATER DISTRICT NMWD PO BOX 146 NOVATO CA 94948-0146 DUNS: 047386859 EIN:	
7. NRCS Program Contact Name: ERNESTO DE LA RIVA Phone: 530-792-5680 Email: ernesto.delariva@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@OH.USDA.GOV	9. Recipient Program Contact Name: DREW MCINTYRE Phone: 415-897-4133 Email: dmcintyre@nmwd.com	10. Recipient Administrative Contact Name: see block 9 Phone: Email:
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: see block 9 Phone: Email:
15. Project Title/ Description: EWP Project 5217 N Marin WD, Marin Co, Lagunitas Creek streambank stabilization (6000012078)			
16. Entity Type: D = Special District Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$231,000.00	\$70,000.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$231,000.00	\$70,000.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$210,000.00	Other	\$21,000.00
Total Direct Cost	\$231,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$70,000.00
		Total Federal Funds Awarded	\$231,000.00
		Total Approved Budget	\$301,000.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Name and Title of Authorized Recipient Representative	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to North Marin Water District, hereinafter referred to as the "Sponsor", for EWP Project 5217 in Marin County, CA for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Report (DSR) and described here:

During the February 27th, 2019 storm event, high runoff volumes eroded the east (left) bank of Lagunitas Creek just upstream of a bridge on the Gallagher property on which a municipal water supply pipeline owned by North Marin Water District (NMWD) is hung. The very sandy bank eroded south roughly 45 feet closer to the bridge which is now ~45 feet from the bridge (1 storm year from failure). Additionally, the bank top that is roughly 45 feet upstream of the bridge (that supports the pipeline) is roughly 50 feet upslope (east) of the east bridge abutment.

Budget Narrative

A. The estimated costs for the Project:

1. Total Estimated Project Budget: \$301,000

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$210,000 + 25% Sponsor \$70,000): \$ 280,000

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$21,000

2. NRCS pays up to 75 percent of eligible construction costs, and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for engineering related costs. It is possible that the engineering related will exceed this amount, requiring the Sponsor to contribute resources to complete the engineering related work.

3. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.

4. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.

5. NRCS will provide TA reimbursement to the Sponsor for engineering related costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include

a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.

6. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in

writing prior to implementation.

Responsibilities of the Parties:

A. Sponsor will—

1. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
2. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
3. Designate a project liaison to serve between the Sponsor and NRCS and identify that person's contact information with this executed agreement. Any change in the project liaison during the terms of this agreement must be immediately communicated to NRCS.
4. Appoint a contracting officer and an authorized representative who will have authority to act for the contracting officer, listing their duties, responsibilities, and authorities. Furnish such information in writing to the NRCS State Conservationist.
5. Comply with the terms and conditions of this agreement and the attached general terms and conditions except those that are not applicable to State and local governments.
6. Acquire and provide certification to NRCS that real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures have been obtained at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Sponsors shall provide such certification on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. Sponsors shall also provide an attorney's opinion supporting this certification. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
7. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
8. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
9. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
10. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
11. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
12. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
13. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

14. For contracts, provide NRCS a copy of solicitation notice, bid abstract, and notice of contract award, or other basis of cost and accomplishment.

15. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

16. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

17. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

18. Provide construction inspection in accordance with the QAP.

19. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

20. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

21. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

22. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

23. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

24. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

25. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

26. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

27. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

28. Pay the contractor(s) for work performed in accordance with the agreement and submit a SF-270, "Request for Advance or Reimbursement" to the NRCS Program/Technical Contact with all documentation to support the request. Final payment request shall be submitted within 90 calendar days of completion of the EWP project measures. Payments will be withheld until all required documentation is submitted and complete.

a. The required supporting documentation for reimbursement of construction costs include invoices and proof of payment to the contractor showing the items and quantities installed and certified by the engineer of record along with any supporting documentation such as quantity calculations, rock weight tickets, etc.

b. The required supporting documentation for reimbursement of in-kind construction expenses will include employee time sheets, employee hourly rate, equipment operating logs, equipment hourly rate, and material quantities and invoices.

c. The required documentation for reimbursement of technical and administrative services will be invoices and proof of payment to consultants and/or employee time sheets along with the employee's hourly rate, hours worked, and date work was performed.

29. Submit performance reports on an annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.

30. Submit SF-425 Financial Reports on a semi-annual basis to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period on July 31 and January 31. Please note that financial reporting is based on the calendar year.

31. Submit payment requests to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a monthly or quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

32. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

33. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

34. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

35. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

36. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

37. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with

the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

B. NRCS will—

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. Designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

A. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.

B. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.

C. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.

D. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.

E. Except for item D. above, this document may be revised as mutually agreed through a written amendment duly executed by authorized officials of all signatory parties to this agreement.

F. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.

G. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

H. If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

Expected Accomplishments and Deliverables

The following accomplishments and deliverable will be provided to NRCS.

1. One copy of the final engineering plans, specifications signed and sealed by a licensed professional engineer, including engineer's cost estimate, and approved Plan of Operations (if applicable).
2. Signed NRCS-ADS-78 supported by an attorney's opinion.
3. One copy of the quality assurance plan.
4. One copy of the operation and maintenance plan.
5. As-built drawings of final construction sign by a licensed professional engineer within 30 days of completion of construction.
6. Quantities of the units of work applied for each site within 30 days of completion of construction.

Resources Required

No resources, other than funding, are required.

Milestones

Milestones shall include, but not limited to, the following items:

1. Acquire needed real property rights and permits (signed NRCS-ADS-78 supported by an attorney's opinion) prior to start of construction.
2. Obtain permits.
3. Completing final engineering plans and specifications.
4. Obtain NRCS approval of design.
5. Completing quality assurance plan.
6. Solicit bids.
7. Award contract.

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarring official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FPAC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.


d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

11

MEMORANDUM

To: Board of Directors
From: Terrie Kehoe, District Secretary 
Subject: Ethics Training for Board of Directors and District Officers
I:\gmt2020 misc\ethics training memo 20.doc

January 21, 2020

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

Effective January 1, 2006, state law (Assembly Bill No. 1234) requires that all local agencies that provide compensation, salary or stipend to, or reimburses the expenses of, members of a legislative body must provide ethics training to local agency officials by January 1, 2007 and every two years after. You are required to complete the training this year.

NMWD's Directors have traditionally completed AB 1234 Compliance Training for Special Districts using the Fair Political Practices Commission (FPPC) free online Ethics Training Course which is available again this year. The FPPC website is <http://localethics.fppc.ca.gov/login.aspx>. If you do not already have an account, you will need to create a new account and complete the course. At the end of the course, you will be instructed to print out a Proof of Participation Certificate. It is the Directors' obligation to provide the original certificate to the District Secretary for recordkeeping. Please do so by April 1, 2020.

Please note that to satisfy AB 1234 requirement; the Proof of Participation Certificate must reflect that the public official spent two hours or more reviewing the materials presented in the online course. If the certificate reflects less than two hours, the participant should have on file additional certificates demonstrating that the official has satisfied the entire two-hour requirement. The Training Time is recorded on the Proof of Participation Certificate that is kept on file.

This year, District officers (General Manager, District Secretary, Chief Engineer and Auditor-Controller) will also take the aforementioned ethics training.

12

MEMORANDUM

To: Board of Directors
From: Robert Clark, Operations/Maintenance Superintendent *RC*
Julie Blue, Auditor-Controller *JB*
Subj: AMI Project Final Closeout
x:\projects\ami\ami project final closeout 01.17.20.docx

January 17, 2019

RECOMMENDED ACTION: Information Only**FINANCIAL IMPACT: None****Background**

In December 2016 the Board approved a proof of concept (POC) project to test the effectiveness of an Advanced Meter Information (AMI) system within the Novato service territory. The AMI project was kicked off with a request for proposals for consulting firms to assist District staff with the evaluation of the various methods used for Water Utility AMI. After the evaluation and the selection of a method and vendor to perform the installation, an installation plan was organized. In December 2017, the proof of concept (POC) was completed and the Board approved the full deployment of the AMI project. The Ferguson team began the full deployment installation in March of 2018 and completed their work in March of 2019. As of December 2019, with the help of District staff, all service installations have been substantially completed. The project was financed with a 15-year, \$4.6 million bank loan that was issued in March 2018 with a 2.69% interest rate. The balance of the project was financed internally.

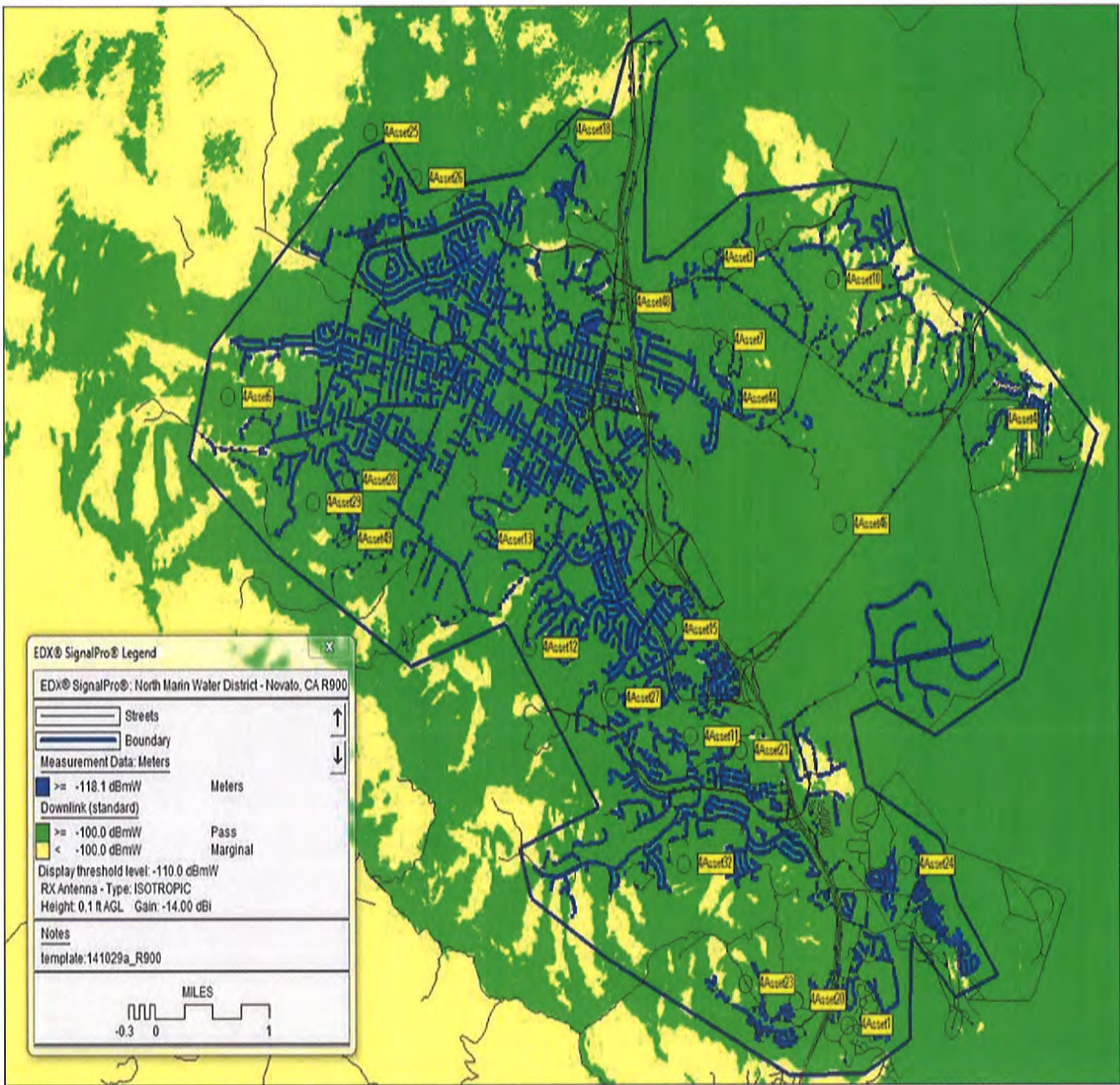
Proof of Concept

The POC deployment included 366 AMI water services and 26 Neptune AMI Gateway Collectors ("Gateways"). Ferguson installed the 26 collectors as well as 202 meters/registers and NMWD staff installed 164 meters/registers. The District selected meters from across the entire service area to validate gateway operations (coverage) at each location. AMI meters were installed at the county line using cell modems due to distance constraints to the nearest Gateway. Figure 1 depicts the Gateways deployed throughout our Novato service area.

As part of the proof of concept phase, the N_Sight Plus database was installed on District servers and the customer interface software (WaterSmart) was integrated into our Web portal. The deployment of the WaterSmart integrated customer portal was made available to our customers after two months of data collection. The portal allows customers to view their respective water

patterns and usage in addition to offering a link to the District’s on-line bill pay service. As of December 31, 2019 there are 4,510 customers, over 25%, registered in WaterSmart.

Figure 1: NMWD Gateway Collector Locations



Full Deployment

The Ferguson installation plan followed our bi-monthly billing sequence and the services in Route 7 were selected to be the starting point. The Ferguson group intended to have six installers hired and in the field after the first month of installations; however, due to the tight labor market, the

planned staffing levels did not materialize until late July. The initial full deployment plan, shown on the left hand side in Figure 2, shows a completion date of Mid December 2018. The initial plan included total installations of 19,907 meters and registers. In comparison, the schedule on the right shows the final installation schedule with an end date of March 2019, a three-month delay. It also shows that the actual meters and registers installed by Ferguson totaled 18,965.

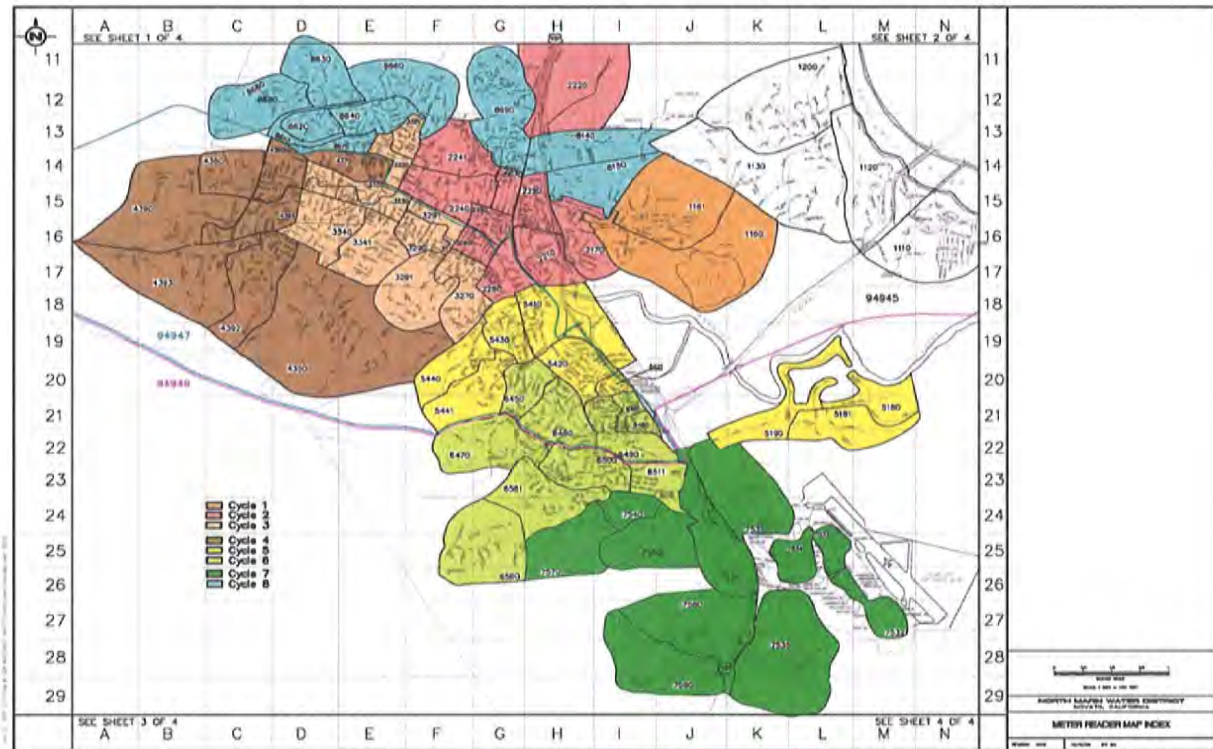
Figure 2: Initial Schedule

Initial Installation Schedule				Final Installation Schedule			
Route	Date	Total	Number of Installers	Route	Date	Total	Number of Installers
7	03/19/18	1,429	2	7	04/06/18	963	2
3	04/24/18	2,073	6	3	05/04/18	1,864	2
7	05/23/18	2,357	6	3 + 7	06/06/18	3,361	3
1	06/13/18	1,511	8	4	07/10/18	2,073	6
4	07/02/18	2,320	8	4 + 7 + 8	08/10/18	2,824	8
8	07/30/18	2,711	8	2	09/19/18	807	8
2	08/23/18	2,402	8	6	10/02/18	2,225	8
6	09/25/18	2,876	8	1 + 5	11/02/18	3,074	8
5	10/25/18	2,228	8	2 + 3 + 5	12/14/18	1,804	6
Follow up	11/20/18		6	Follow up	01/16/19	868	6
Close out	12/15/18		4	Close out	03/12/19	283	4
Total Service Installs		19,907		Total Service Installs		18,965	
5/8-1" Meters		4,146		5/8-1" Meters		4,441	
1.5-2" Meters		178		1.5-2" Meters		240	
Registers Only		15,583		Registers Only		14,284	
Total Initial Schedule		19,907		Total Final Schedule		18,965	

To aid our discussion about the installation plan and the unintended difficulties we faced, Figure 3 shows the route map that was used for scheduling. The Ferguson group used our initial material inventory information to pre-purchase materials for installation. The first order was placed in March 2018, with approximately 75% of materials purchased. Midway through the installation, we identified that the initial inventory counts were incorrect for about 20% of the services, including meters that should have been retrofitted using the existing Badger meter body with a new Neptune register, meters that needed a full replacement, incorrect meter sizes and incorrect meter box and lid (types and sizes). While we were able to manage the inventory, the installers were unable to complete the installation in the routes during their initial scheduled installation cycle. This required the crews to postpone the remaining installations in that route until the next open cycle, eight weeks later. As

identified in Figure 3, this was inefficient for the crews as there was a lot of cross-town travel that was not expected. Another schedule setback was due to the long lead time for custom lids and the need to re-order additional lids unaccounted for in the initial inventory.

Figure 3: Route Map for Deployment Plan



During the planning phase, it was determined that any services which the Ferguson crews found to be particularly difficult or vulnerable to failure, would require District staff to assist in the installations. Also, our Construction crews would perform any line break or customer-side failures. District staff installed approximately 860 meters which included the work done during the final close-out where over 225 meter/register installations were completed and just over 1,600 lids were replaced. This brings the total installations completed during the AMI full deployment period to 19,825 and the total installations to date to 20,190.

Cost Review

Initially staff estimated, with the assistance of Utiliworks, that the total project would cost \$5.25 million. Once the POC phase was complete this estimate was changed to approximately \$5.6 Million, \$900 thousand during POC and \$4.7 million during the full deployment phase. This change was needed due to the underestimation of the cost of materials needed for the total project of about \$240

thousand. As shown in Figure 4, the total AMI project cost approximately \$5.8 million, with \$868 thousand spent during the POC and an additional \$4.9 million expended during the Full Deployment.

Figure 4: Project Cost Summary

Cost Area	Proof Of Concept	Full Deployment	Total AMI Costs
<i>AMI Costs</i>			
AMI Network Infrastructure, Software, and Professional Services	\$515,500	\$37,000	\$552,500
Miscellaneous Cost & Materials	\$37,000	\$139,000	\$176,000
Program Management Services	\$217,000	\$0	\$217,000
NMWD Staff Costs/Project Management & Installations	\$48,500	\$263,000	\$311,500
<i>Water Meter Costs</i>			
Water Meters and Lids	\$43,000	\$3,793,000	\$3,836,000
Water Meter Installation Services and Equipment	\$7,000	\$655,000	\$662,000
Total Cost	\$868,000	\$4,887,000	\$5,755,000

A substantial portion of the total cost was paid to the vendor that completed the installations. The Ferguson Group's initial proposal for the purchase of materials and installations, including the Gateway collectors and software, was \$5.2 million. The total amount paid to Ferguson was \$5.1 Million which includes \$100 thousand dollars in excess materials purchased, not included in the total project costs. The cost savings to Ferguson of \$100 thousand was due to the total number of installations projected being lower than originally estimated. This savings is offset by the excess materials purchased, the number of meters installed versus registers, and the number of installations completed by NMWD staff instead of Ferguson.

District Service Level / Efficiencies

Since AMI implementation, there has been nearly a threefold reduction in time spent on meter reading. The hours not spent on meter reading have been primarily spent to serve customers in other ways. Any additional time available from the reduction in meter reading hours will be spent on an AMI meter maintenance program which is estimated to take approximately 700 staff hours annually.


Customer service improvements that AMI will provide include; reduced customer water loss, customer real-time engagement in water use, increased accuracy in monthly billing and water use data, redirection of meter reading labor to customer service, greenhouse gas reduction and improved employee safety. Additionally, the ability to access hourly consumption data will lead to increased customer confidence in billed water volumes. To date we have seen a 30% reduction in the total number of leak adjustments, with a 56% reduction in the total dollar amount adjusted. The total leak adjustments capture water loss that exceeds 100 gallons per day for more than three consecutive days.

13

MEMORANDUM

To: Board of Directors

January 17, 2020

From: Robert Clark, Operations / Maintenance Superintendent 

Subject: District Backflow Program History

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RECOMMENDED ACTION: Information**FINANCIAL IMPACT:** None

Regulation 6 was first approved by the Board of Directors in December 1964 and was vetted by the California Department of Public Health. The initial focus for this regulation was private sources of water supply and sewer system separation and the prevention of cross connections and backflows into the Districts water systems. On January 20, 1987 District Water Quality staff held a hearing on the District's backflow prevention program and invited the California Department of Public Health to outline the requirement of our backflow prevention program. At that meeting it was described that in order for the District to maintain its permit to supply water in Novato, the District must comply with the backflow prevention guidelines outlined in Title 17. As Title 17 has been updated at the State level, so has District Regulation 6. With each regulation revision more detail has been developed to continue to comply with our responsibility to protect our water system from contamination and ensure cost recovery for the administration of the program.

As the District performed site surveys to determine the need for backflow installations to protect the water supply from potential hazardous, staff began to identify the need for additional cross connection protection from swimming pools. The first customer services to have backflow devices for onsite swimming pools were in 2004. Since that time staff has required customers constructing new pools to have an approved backflow device, we have also begun to request that residents with swimming pools who pull permits to perform any sort of home improvements also install an approved backflow device.

Staff is currently in the process of evaluating our Cross Connection Control Program including Regulation 6. As part of this review, staff has identified 45 Bay Area and North Bay water retail agencies to survey how they manage their programs. One of the questions will be to determine how each of the agencies addresses residential swimming pools. Our goal for the survey is to ensure that while our program meets the requirements of Title 17 and adequately protects against contamination due to backflow, that it is also in line with typical industry standards. That is to say we do not plan to have a backflow device on every service as do the Cities of Napa and Roseville.

14

MEMORANDUM

To: Board of Directors

January 17, 2020

From: Julie Blue, Auditor/Controller JB

Subj: Annual Report on Board Compensation

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RECOMMENDED ACTION: Information Only**FINANCIAL IMPACT:** \$32,555 Expense - Calendar Year 2019

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 2019. 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 2019. 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	\$ 5,385	\$ 5,620	\$ 4,915	\$ 5,620	\$ 5,385
Advisory Committees and Councils	\$ 2,820	\$ 2,340	\$ 235	\$ 235	\$ -
Total	\$ 8,205	\$ 7,960	\$ 5,150	\$ 5,855	\$ 5,385

15

DISBURSEMENTS - DATED JANUARY 9, 2020

Date Prepared 1/7/20

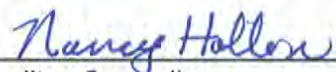
The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:


Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 12/31/19	\$144,247.32
EFT*	Internal Revenue Service	Federal & FICA Taxes PPE 12/31/19	62,685.88
EFT*	State of California	State Taxes & SDI PPE 12/31/19	13,419.05
EFT*	CalPERS	Pension Contribution PPE 12/31/19	38,253.24
*90239	CalPERS	December Health Insurance Premium (Employees \$50,343, Retirees \$11,879 & Employee Contribution \$9,536)	\$71,758.53
*90240	US Bank Card	Legal Ad: Old Ranch Rd Tank No. 2 Replacement-Notice of Intent (\$208), City of Novato-No Parking Signs (266) (\$400), Microsoft Excel Class (\$79) (Juarez), Intermediate Govt Accounting Finance Reporting Class (\$300) (Accountants) & GFOA GAAP Update & Accounting for Disasters Training (\$265) (Blue) (Less Credit of \$150 for Erroneous Charge)	1,102.26
1	All Star Rents	Propane (5 gals)	20.34
2	Athens Administrators	December Replenishment for Checks Written	880.35
3	AT&T	December Internet Connection (PRTP)	105.55
4	AT&T	Telephone (\$64), Fax (\$83), Leased Lines (\$141) & Data (\$278)	565.37
5	Bevan, Mark	Novato "Toilet Rebate" Program	100.00
6	Brown, Robert	Novato "Rainwater Harvesting" (\$150) & Grey Water Rebate Program (\$877)	1,027.00
7	Building Supply Center	Nipple for PRE 3 Pump #2	8.65
8		Vision Reimbursement	311.00
9	California Sanitation Risk Mgmt	2020 OM Liability Insurance (12/31/19 - 12/31/20)	2,103.10

Seq	Payable To	For	Amount
10	Cummings Trucking	Rock (50 yds) (\$2,156) & Sand (47 yds) (\$3,042)	5,198.09
11	DataTree	December Subscription to Parcel Data Info	100.00
12	Dawson, Carl	Novato "Smart Irrigation Controller" Program	424.87
13	Diesel Direct West	Diesel (450 gals) & Gasoline (751 gals)	4,033.69
14	Direct Line	January Telephone Answering Service	272.32
15	Electrical Equipment	Capacitor for Lake Aerators	20.44
16	Enterprise Fleet Management Trust	January Monthly Lease Charges for Nissan Rouges (2), Frontier & F150 Vehicles (2)	2,380.16
17		Vision Reimbursement	20.65
18	Grainger	New Lights for PRTP (\$308), Cordless Spotlights (4) (\$195), Adapters (20), Battery Backups for Programmable Logic Controller (\$324), Elbow Support (4) (\$55), Aeration Tubing (200') (STP) (\$373), Lights for Maint Office (\$254) & Magnifying Glasses (2)	1,563.75
19	HUB International Insurance	Insurance for Holiday Party	130.10
20		Vision Reimbursement	99.98
21	Lemos, James	Exp Reimb: D2 Exam & Course Registration	364.99
22	Lincoln Life	Deferred Compensation 12/31/19 PPE	10,386.24
23	Maltby Electric	Breakers & Breaker Panel for North St P/S	96.61
24	Nationwide	Deferred Compensation 12/31/19 PPE	1,995.00
25	Pace Supply	PVC Pipe (320') (\$97), Ells (8) (\$366) & Couplings (10)	478.93
26	Peterson Trucks	Smoke Test ('02 5yd Dump Truck & '99 F550)	150.00
27	Prunuske Chatham	Prog Pymt#3: Leveroni Creek Embankment Repair Project (Balance Remaining on Contract \$30,227)	2,322.50
28	Randall Bros. Automotive	Smog Test ('08 F250)	70.00
29	Recology Sonoma Marin	December Trash Removal	480.66

Seq	Payable To	For	Amount
30	Rulien, Peg	Novato "Water Smart Landscape Efficiency" (\$100) & "Toilet Rebate" Program (\$100)	200.00
31	Rupp, Steve	Exp Reimb: D1 Certification Renewal (\$70) & D2 Exam Fee (\$45)	115.00
32	Soiland	Asphalt Recycling (59 tons)	1,114.02
33	State Water Resources Control	D1 Operator Certificate Fee (Gibbs)	70.00
34	Sweeny, Phil	Novato "Toilet Rebate" Program	100.00
35	Syar Industries	Asphalt (13 tons)	1,001.63
36	USA BlueBook	Chlorine Analysis Packets (2,000) (STP)	447.31
37	Verizon Wireless	Cellular Charges: Data (\$852), Airtime (\$39) & iPads for Asset Management (\$2,263)	3,154.41
38	VWR International	Pipette (\$141), Flask (\$92) & Buffer (Lab)	263.70
39	Waste Management	Green Waste Disposal (16 yds)	719.72
40	HD-Supply - White Cap Construction	Rice Straw Rolls (28) (\$773), Silt Fence (36"x 100") (\$181) & Wood Stakes (200)	999.88
TOTAL DISBURSEMENTS			<u>\$375,362.29</u>

The foregoing payroll and accounts payable vouchers totaling \$375,362.29 are hereby approved and authorized for payment.


 Auditor-Controller


 General Manager

Date 1/8/2020

Date 1/8/2020

BOARD OF DIRECTOR'S 12/31/19

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DECEMBER MEETINGS

		Baker	Fraites	Grossi	Joly	Petterle
Reg Meeting	12/3/2019	0.00	\$235.00	235.00	\$235.00	\$235.00
Reg Meeting	12/17/2019	235.00	\$235.00	235.00	\$235.00	\$235.00
*Extra Meeting		235.00	\$235.00	\$235.00		
Total		470.00	705.00	705.00	470.00	470.00

*North Bay Water
Resources Assoc
Meeting on
12/9/19

*North Bay
Watershed Assoc
Meeting on
12/6/19

*North Bay Water
Resources Assoc
Meeting on
12/9/19

DISBURSEMENTS - DATED JANUARY 16, 2020

Date Prepared 1/14/20

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
*90244	NMWD-FSA Payment	Fund Flexible Spending Bank Account	\$44,035.44
1	Ackerman, Dorothea	Retiree Exp Reimb (2020 Health Ins)	93.72
2	ADTS	Annual Random Testing Compliance Program (13)	988.00
3	Alpha Analytical Labs	Lab Testing	150.00
4	Arendell, Tony	Exp Reimb: Safety Snacks	32.98
5	Arrow Benefits Group	December Dental Expense	5,086.76
6	Automation Direct	Programmable Logic Controller Communication Card for Windhaven & Upper Wild Horse (\$477) & AI Cards for PRE1,2,3, Inverness Park & Bear Valley (\$494)	971.08
7	Bakalar, Michael	Retiree Exp Reimb (2020 Health Ins)	547.80
8	Bino, Gene	Retiree Exp Reimb (2020 Health Ins)	93.72
9	Buck's Saw Service	Parts for String Trimmer, Leaf Blower Harness, Air Filters (2) & Spark Plugs (2) for Chop Saw (\$56), Chain for Pole Saw & Chain Saw Blade	183.37
10	CA Dept of Tax and Fee Admin	State Sales & Use Tax 1/19-12/19	7,899.00
11	California Water Service	Water Service (10/30-12/31/19) (0 ccf)	40.88
12	Calpico	Cast Bronze Grounding Clamps (200)	705.25
13	Cilia, Joseph	Retiree Exp Reimb (Jan Health Ins)	334.00
14	Derby, Richard	Retiree Exp Reimb (2020 Health Ins)	1,088.28
15	DLT Solutions	AutoCAD Subscription Renewal (3 Years-Engineering & Construction) (Budget \$3,100)	8,054.67
16	Environmental Express	Syringe Filters (200) (Lab)	239.65
17	Eyler, John	Retiree Exp Reimb (2020 Health Ins)	1,088.28

Seq	Payable To	For	Amount
18	Fishman Supply	Rain Jackets (9) (\$633), Rain Pants (10) (\$313) & Rain Overalls (2) (\$87)	1,032.12
19	Fritz, James	Retiree Exp Reimb (2020 Health Ins)	1,088.28
20	Frontier Communications	Leased Lines	1,431.41
21		Vision Reimbursement	298.96
22	GHD	Prog Pymt #3: Engineering Services for Oceana Marin Pond Rehab Project (Balance Remaining on Contract \$115,062)	4,625.22
23	Grainger	Garden Hoses (2) (1" x 50' & 1" x 100') (\$458), Adaptors (20), Couplings (10), Spring Check Valves (4) (STP) (\$59), Pipe Straps (10) (STP), Fuses for Programmable Logic Controller - West Marin, Battery Adapter for E/M Shop (\$53) & Electrical Connectors (3) (Less Credit of \$212 for Returned Parts)	573.78
24	Hale, Larry	Retiree Exp Reimb (2020 Health Ins)	547.80
25	Hopkins Technical Products	Diaphragm for STP Chemical Pumps	114.51
26	Jackson, David	Retiree Exp Reimb (Jan Health Ins)	987.21
27	Johnstone, Daniel	Retiree Exp Reimb (2020 Health Ins)	1,088.28
28	LaCombe, Frank	Retiree Exp Reimb (2020 Health Ins)	242.52
29	Latanyshyn, Roman	Retiree Exp Reimb (Jan Health Ins)	334.00
30	Leighton Stone	Solenoid for PRTP	126.69
31	Lemos, Kerry	Retiree Exp Reimb (Jan Health Ins)	987.21
32	Madruga Iron Works	Vault Lids (2)	4,333.08
33	Marin Landscape Materials	Crushed Rock (5 yds) (\$320), Concrete (1/2 yd) (\$122) & Quik Mix (42 Sacks) (\$285) & Soil (1/2 yd)	747.57
34	McMaster-Carr Supply	Parts for STP Pumps (12)	267.40
35	Minuteman Press	Car Wash Signs (8) (Shell Carwash)	182.43
36	Moretti, Linda	Retiree Exp Reimb (2020 Health Ins)	93.72
37	Nelson, John O.	Retiree Exp Reimb (2020 Health Ins)	1,088.28

Seq	Payable To	For	Amount
38	North Marin Auto Parts	5 gal Buckets (7), Car Wash Brush, Trailer Light Plug & Sockets (2) (\$126), Rags (6 lbs) (\$127), Service Parts ('07 Chevy Colorado), Battery (\$251) ('12 Int'l Dump Truck) & Motor Oil (8 qts)	596.04
39	Northbay Nissan	Service Parts ('19 Nissan Rouge)	51.34
40	Novato Builders Supply	Cement (1 yd) (\$217) & Roof Material for Pump Station	242.50
41	PES Environmental	Prog Pymt #4: Consulting Services-Gallagher Ranch Project (Balance Remaining on Contract \$8,529)	8,660.90
42	Peterson Trucks	Smoke Test ('15 International 5yd Dump Truck)	75.00
43	Pini Hardware	Light for E/M Shops, Faucet for Front Office (\$120), STP Plumbing Supplies (\$177), Electric Box for PRTP & Miscellaneous Maintenance Supplies (\$185)	518.22
44	Poiani, Isabel	Retiree Exp Reimb (2020 Health Ins)	242.52
45	Point Reyes Prop Mgmt Assn	January HOA Dues (25 Giacomini)	75.05
46	Prandi Property Mgmt	Refund Overpayment on Closed Account	38.44
47	R & B	Ells (2) (\$247), Clamp (\$754), Steel Pipe (63') (\$444) & Flanges (6) (\$162)	1,607.75
48	Red Wing Shoe Store	Safety Boots (Rupp)	196.19
49	Darlene D. Rhodes	Prog Pymt#5: HR Consulting Services (Balance Remaining on Contract \$3,806)	437.50
50	Saeed, Maythem	Novato "Toilet Rebate" Program	100.00
51	Scott Technology Group	Overage Charges on Savin Copier	3.73
52	Smalley, Gayle	Retiree Exp Reimb (2020 Health Ins)	547.80
53	Sonosky, Norma	Retiree Exp Reimb (2020 Health Ins)	786.72
54	Staples Business Credit	Calendars (\$211) & Office Supplies (\$756)	967.55
55	Univar	Caustic Soda (11,483 gal) (STP)	16,729.71
56	Vasconcellos, Joan	Retiree Exp Reimb (2020 Health Ins)	547.80
57	Velloza, May	Retiree Exp Reimb (2020 Health Ins)	386.04

Seq	Payable To	For	Amount
58	Verizon Wireless	SCADA (\$114), AMI Collectors (\$650) & CIMIS Station	779.17
59	VWR International	Agar (2) (\$202), Brilliant Green Broth (\$112) & Medium (\$163) (Lab)	476.41
60	White, Sonja	Retiree Exp Reimb (2020 Health Ins)	242.52
61	Williams, Elizabeth	Novato "Toilet Rebate" Program	200.00
62	Wilson, Roena	Retiree Exp Reimb (2020 Health Ins)	386.04
		TOTAL DISBURSEMENTS	<u>\$126,718.29</u>

The foregoing payroll and accounts payable vouchers totaling \$126,718.29 are hereby approved and authorized for payment.

	<u>1/14/2020</u>
Auditor-Controller	Date
	<u>1/14/2020</u>
General Manager	Date

Three-Month Outlooks

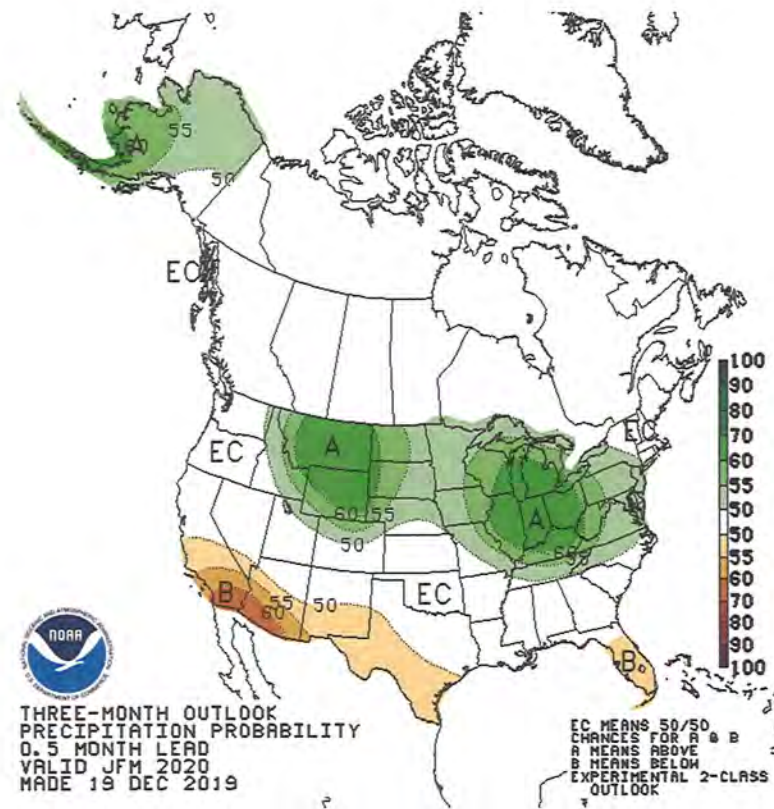
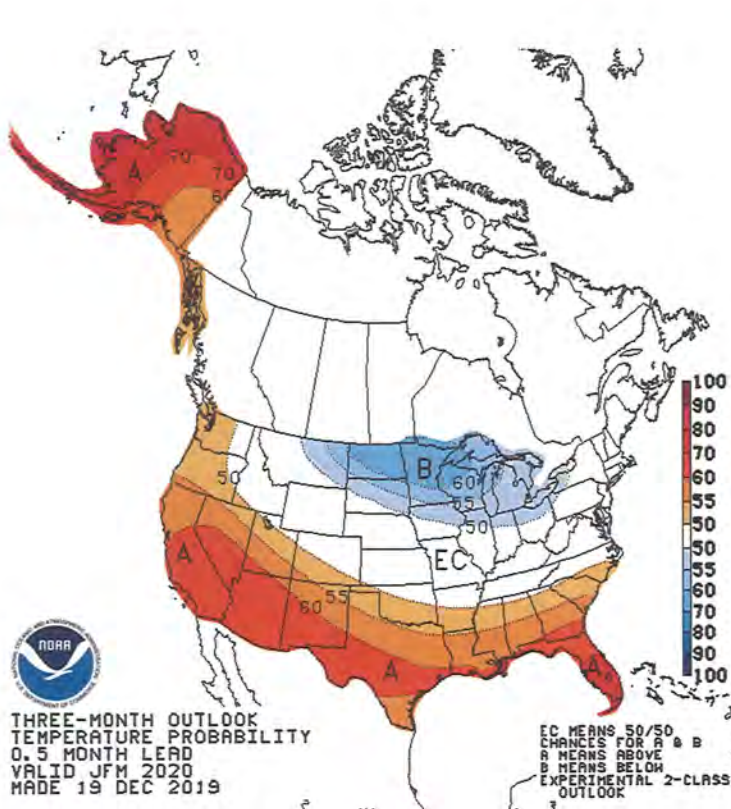
Revised OFFICIAL Forecasts

January 2020

Precipitation Probability

(Jan-Feb-March 2020)

https://www.cpc.ncep.noaa.gov/products/predictions/long_range/two_class.php



UPDATED MONTHLY FORECASTS SERVICE CHANGE NOTICE

EXPERIMENTAL TWO-CLASS SEASONAL FORECASTS

THE OCEANA MARIN ASSOCIATION

c/o The Bridgeport Company
2303 Camino Ramon, Suite 201
San Ramon, CA 94588
(925) 824-2888

AGENDA

General Membership / Board Meeting
Saturday, January 11th, 2020 at 1:00 PM
Tomaes Town Hall (upstairs), Tomaes, CA

Call to Order/ Confirm Quorum

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

Presentation by and/or O & A:

- Tomaes Fire Station - Tom Nunes, Senior Fire Captain
 - Marin County Sheriff's Department - Sgt. Bill Hernandez
 - North Marin Water District (sewer) - Drew McIntyre
 - Estero Mutual Water Company (EMWC) - John Brezina/Marsha Englebrecht
 - West Marin Senior Services
 - The Bridgeport Company - Alvaro Briseno (Inspector of Elections / Ballot Results)
 - Director Elections (Acclamation) and Annual IRS Tax Resolution
-

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 11, 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 11, 2020 at 1:00 p.m. Voting will close at 1:00 pm on January 11, 2020 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
- Financial Report
- Design Review Committee

Member Forum:

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

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

****Next OMA General Membership Meeting (tentative): July 11, 2020****

Plans surface for Fireman's Fund site

Fund

POTENTIAL DEVELOPMENT

Office, housing, retail possible at vacant complex For now, Eisberg said he could not provide further details about

By Will Houston

whouston@marinij.com @Will_S_Houston on Twitter

The long-vacant Fireman's Fund office complex in Novato might become the site of a mixed-use development with potential use as office space, housing and retail, according to a real estate agent familiar with the negotiations.

The current owner, the Manhattan-based DW Partners, acquired the property in late 2019 after it went into foreclosure and is in negotiations with potential developers, said Brian Eisberg of NAI Northern California.

"This is possibly the largest foreclosure that's happened in Marin County, certainly in Novato," said Eisberg, who is the office vice president and managing director of office leasing at the firm's San Francisco office.

Eisberg said he has been acting as an informal real estate agent for the property and handling the leasing negotiations while the San Francisco-based Jones Lang La-Salle Inc. is the representing real estate firm.

FUND>> PAGE 6



Brian Eisberg, vice president at NAI Northern California, walks by the vacant Fireman's Fund building in Novato.

ALAN DEP — MARIN INDEPENDENT JOURNAL

Plans surface for Fireman's Fund site

Fund

FROM PAGE 1

whom DW Partners is in negotiations with, but said more information should be available in the near future. DW Partners did not respond to requests for comment.

here like I did there is not a lot of opportunities."

The 62-acre property was formerly owned by American Assets Trust and went into foreclosure in late 2019.

Fireman's Fund Insurance Co., acquired by the German insurance company Allianz in 1991, had occupied the complex between 1982 to 2015 before it relocated to Petaluma. Fireman's Fund

Business sectors that could be targeted for the property include biotechnology, video game companies and possibly health care, Eisberg said. A small amount of retail is also likely such as a coffee shop or laundromat and a hotel could potentially be another use, Eisberg said.

Novato Community Development Director Vicki Parker said the property at 777 San Marin Drive is zoned for business and professional office uses “so most any other use would require a general plan and zone change.”

Local business officials expressed mixed reactions to the potential housing-office hub proposal. Novato Chamber of Commerce CEO Coy Smith said he is pleased the property is finally seeing some movement after all this time, but had reservations about housing there.

“While the Chamber is usually always not in support of reducing the amount of land in Novato available for commercial, light industrial and retail space — we are interested to hear the ideas of the developer,” Smith wrote in an email. “This is a large parcel and the possibilities are exciting to consider. Mixed use had been successful and not successful in various locations around the state, so until a design is presented we cannot say that we would support or not support a mixed-use development.”

The close proximity of the property to the San Marin SMART train station as well as the current landscape design of the site presents tremendous opportunities, said Haden Ongaro, executive vice president with the Newmark Knight Frank real estate firm and the Marin Economic Forum board chairman.

“Marin is pretty well known by the community that we need more housing and so businesses here are looking to hire and recruit to the area,” Ongaro said. “And in order to do that we need housing and there’s been very little construction and the people that want to stay in Marin that grow up

had been leasing the building for nearly 15 years from American Assets Trust, which had purchased the property from Fireman’s Fund using a loan.

After the lease expired in 2017 and no mortgage payments were being made, the loan came due and the property went into foreclosure, according to Steven Leonard of the Cushman & Wakefield commercial real estate company, who had represented former tenants of the buildings.

DW Partners was the lead lender and had a controlling interest in the loan, Eisberg said. In September, American Assets Trust, under its subsidiary Novato — 777 San Marin Drive, LLC, signed a deed in lieu of foreclosure with DW Partners’ subsidiary DW FF 1, LLC, in which the company also took on the \$110.2 million in unpaid debt and associated charges on the property, according to county documents.

The property had been vacant since Fireman’s Fund Insurance Co. departed. Rumors circulated of Google potentially eyeing the property in the interim, which Leonard said were unfounded.

While potential developers had been “kicking the tires” through the years, Leonard said 700,000 square feet of office space is not something the local market is favoring. Part or all of the three-building complex could likely be raised to make way for other commercial space or housing, he said.

“It’s a great piece of property,” Leonard said.

Eisberg said a potential rebuild or renovation is something that is being considered, but that further study of structural and code upgrades would need to be performed.

“That’s part of the due diligence that will go into the next phase of the sale,” he said.

State fines Marin sewage plants

Sewage

ENVIRONMENT

Regulators ding 3 agencies for discharges

By Richard Halstead

rhalstead@marinij.com @HalsteadRichard on Twitter

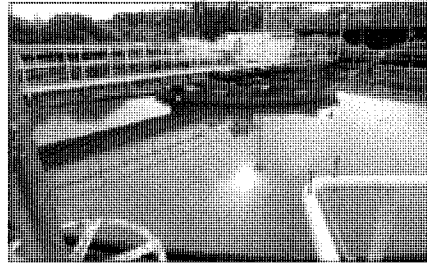
Three Marin County sewage treatment plants are being fined a total of \$39,000 by the California Regional Water Quality Control Board for exceeding limits for discharging effluents into San Francisco Bay.

The Sausalito-Marín City Sanitary District is being fined \$6,000; the Las Gallinas Valley Sanitary District is being fined \$9,000; and Sewerage Agency of Southern Marin (SASM) is being fined \$24,000.

All three of the plants are in the midst of making major upgrades to their facilities.

The water quality control board has posted the proposed fines on its website for 30 days to allow for public comment. The fines for the Marin County plants are among

SEWAGE >> PAGE 4



The Sewerage Agency of Southern Marin plant in Mill Valley repeatedly exceeded its ammonia discharge limits, authorities reported.

IJ FILE PHOTO

State fines Marin sewage plants

Sewage

FROM PAGE 1

15 “mandatory minimum” fines totaling \$207,000 being proposed by the board. The largest fine, \$84,000, is being charged to Richmond Municipal Sewer District Water Pollution Control Plant.

District No. 5, which serves Tiburon and Belvedere, District No. 5 is permitted to discharge much higher levels of ammonia. SASM’s permit limits it to a monthly average of 12.3 milligrams per liter; District No. 5 is allowed to discharge a monthly average of 100 milligrams per liter. Johnson wasn’t sure why the permitted levels are so different but speculated that it might be due to when the permits were issued.

The Sausalito-Marín City Sanitary District received two \$3,000 fines for discharging too

Bill Johnson, chief of the control board's wastewater and enforcement division, said the mandatory minimum fines are assessed when a violation isn't considered serious enough to merit a "discretionary penalty," which requires the use of a mandated methodology to determine the size. For example, in 2012 the Ross Valley Sanitary District was fined \$1.5 million for past sanitary sewer overflows. Sewer overflows are not covered by mandatory minimum fines.

Johnson said the control board and the Marin sanitary districts have already reached agreement on the payment of the fines. The comment period is designed to allow members of the public to weigh in, if anyone feels the fines are too low. The control board could still decide to increase them, although it is unlikely.

The SASM plant was fined eight times for discharging more ammonia than its permit allows on either a daily or monthly basis. The violations occurred while a \$20 million upgrade was being implemented.

Mark Grushayev, manager of the SASM plant, said his agency hired a consultant and spent hundreds of thousands of dollars on temporary equipment to prevent such occurrences but was unsuccessful.

"We did everything in our power to avoid exceedance," Grushayev said. "We feel bitter about that. But feelings are feelings, and the law is the law. We're at peace with that."

Johnson said SASM did the upgrade in two phases, shutting down half of the plant while it upgraded the other half. He said half of the plant wasn't capable of handling the ammonia that it was getting.

"I'm not sure in this case what they could have done differently," Johnson said. "It's kind of unfortunate that they got the fines because we want them to upgrade."

Johnson said the only basis on which SASM could have contested the fine would have been to

high a concentration of organic material in its effluent. The district's general manager, Jeffrey Kingston, said the violations occurred while the plant was undergoing a \$25 million upgrade.

"No good deed goes unpunished," he said.

Kingston said temporary equipment was installed to avoid such violations but a contractor hired by the district failed to operate it currently. He said the district will seek reimbursement from the contractor for the fine.

Las Gallinas Valley Sanitary District received two \$3,000 fines for discharging too much chlorine and one \$3,000 for exceeding its limit of suspended solids. The district began a \$50 million upgrade of its plant a year ago, but Mike Prinz, Las Gallinas' general manager, said the violations were unrelated to that project.

Ian Wren, a staff scientist with San Francisco Baykeeper, a nonprofit environmental advocacy organization, said the mandatory minimum fines serve a purpose by shaming agencies into sticking to their permit obligations.

"But I am somewhat sympathetic to those agencies that are trying to do extensive upgrades," Wren said, "particularly when they might involve more innovative approaches. I do think the current structure disincentivizes innovation and good stewardship of the bay."

Wren said the control board should consider suspending or reducing fines during times of construction or testing of new, innovative systems.



Las Gallinas Valley Sanitary District engineer Mike Cortez examines the water treatment plant

challenge the fact it discharged that amount of ammonia.

“The law says under these circumstances you’re required to pay a mandatory minimum penalty,” Johnson said. “There is no discretion on our part that allows us to go lower.”

Grushayev said that while SASM discharges through the same pipe as Sanitary

in March. The district is undergoing a three-year plant upgrade project.

ALAN DEP — MARIN INDEPENDENT
JOURNAL

COM board should switch to district elections right now

DICK SPOTSWOOD

Last year, 38-year-old Malibu attorney Kevin Shenkman made his fortune and changed the way many communities, including Novato and San Rafael, elect public officials. Shenkman's idea was that California's Voters Rights Act of 2001 requires most governmental entities to elect governing boards from geographically based districts. He argues that more expensive at-large elections discouraged candidates from disadvantaged communities who often live in definable racial or ethnic concentrations.

Oddly, Shenkman's demand letters didn't go out universally. Whether he had other priorities or was advised by locals with personal agendas, some obvious targets were passed by. One such agency is the Marin Community College District. Its College of Marin serves 7,500 students at its Kentfield Campus and Novato's Indian Valley campus.

COM's seven-member board is elected at-large countywide. It's northern equivalent, Sonoma's Community College Board has, for decades, elected its trustees by district.

It's time for College of Marin to do likewise.

While Shenkman's innovative theory wasn't held by those who wrote the legislation and lay dormant for 16 years, appellate courts bought his interpretation of this inexpertly crafted law.

His business model involves sending city councils and school boards letters demanding an immediate switch to the model whereby elected officials are selected by district instead of at-large. If agencies push back, Shenkman threatens expensive litigation. If the mark capitulates, he exacts a \$30,000 attorney fee.

This notion that COM directors should be elected by district isn't a criticism of current trustees. All are honorable, intelligent men and women who've provided true community service. It's

elected in 2018. Her day job is Marin County assistant assessor-recorder-clerk.

One student is selected as a student trustee. Gabby Hojilla now holds this honor.

Kranenberg, Tanenberg, O'Brien and Long will see their current four-year terms expire in November.

Trustees aren't getting rich. Board service merits \$411.12 month. That's far less than on some of Marin's out-of-sight, well-compensated, very part-time sanitary and fire district boards. College trustees do receive medical insurance, a fair perk for essentially unpaid service.

The current geographic dispersion of trustees is wildly unrepresentative. Three of the seven college trustees, Treanor, Long and Tanenberg, live within 2.8 miles of the Kentfield Campus. The Kentfield, Larkspur and Greenbrae communities have three times the representation than either of Marin's two largest cities: Novato and San Rafael. There are no Latino board members despite Marin being 16% Latino.

If any Marin governing panel should be elected by district, shouldn't it be the College of Marin board?

Trustees would be wise to make the switch themselves not to just save \$30,000 but to better guide the process of crafting seven new districts. If they don't, sooner or later some enterprising North Bay attorney eager to earn a sweet \$30,000 will send COM a "Shenkman letter" demanding instance change.

2020 is the year to shift selection of College of Marin's board of trustees to a district election model effective with 2022 balloting.

about process and representation. Diversity at all levels needs to encourage board turnover fostering new ideas and lowering campaign costs since smaller districts incentivizing more people to run for board posts.

College of Marin's seven-member elected board of trustees currently includes the following: San Rafael's accountant Phil Kranenberg is completing his 17th year on the board. Attorney Wanden Treanor of Greenbrae is a 24-year board veteran. Kentfield retired school administrator Dr. Eva Long will have 20 years board tenure by November. Tamalpais Valley's Diane Conti, CEO of an organization serving those with developmental disabilities, has served for 11 years. Woodacre interior designer Stephane O'Brien completes nine years this December. Larkspur resident and business CEO Steward Tanenberg was first appointed in 2014. The newest trustee is Suzanne Brown Crow,

Columnist Dick Spotswood of Mill Valley writes on local issues Sundays and Wednesdays. Email him at spotswood@comcast.net

Diversity at all levels should encourage board turnover fostering new ideas and lowering campaign costs since smaller districts incentivizing more people to run for board posts.



Dick Spotswood

Measure targets cell tower failures

To wers

FIRE SAFETY OUTAGES

Marin lawmaker's bill mandates backup power

By Adam Beam

The Associated Press

SACRAMENTO >> When the nation's largest electric utility preemptively shut off power last fall to prevent wildfires in California, customers lost more than just their lights — some lost their phones, too.

Data from the Federal Communications Commission shows 874 cellphone towers were offline during an Oct. 27 power shutoff that affected millions of people. That included more than half of the cell towers in Marin County alone.

On Wednesday, some Democratic lawmakers revealed legislation to force telecommunication companies to have at least 72 hours of backup power for all cellphone towers in high-risk fire areas. Telecom companies would have to pay for it, but the bill would not stop companies from passing along those costs to their customers.

The outages affected more than just cellphones. Data shows traditional landlines and cable phone customers also lost service during



State Sen. Mike McGuire, D-Healdsburg, questions PG&E CEO Bill Johnson about power shutoffs at a November hearing.

RICH PEDRONCELLI — THE ASSOCIATED PRESS, FILE

Measure targets cell tower failures

To wers

FROM PAGE 1

the blackout. That means some people couldn't call 911 or receive emergency notifications, compounding the dangers associated with an

Telecommunications outages have worsened as wildfires have become more common and more destructive. A report from the California Public Utilities Commission found 85,000 wireless customers and 160,000 wired customers lost service during the 2017 North Bay Fires.

Most recently, the FCC says up to 27% of Sonoma County's wireless cell sites were offline during a fire in October.

unprecedented power outage in an era dominated by the internet and wireless communications.

“This bill is not about checking your Facebook status,” said bill author Sen. Mike McGuire, whose district includes Marin and other northern coastal counties. “It’s about life and death.”

The federal government tried to mandate backup power for cellphone towers in the aftermath of Hurricane Katrina in 2005. The industry successfully fought it.

“It is unfair and unreasonable for the Legislature and the (state regulators) to allow the electric utilities to de-energize their networks and expect that the communications network is going to become a wholesale replacement for power,” said Carolyn McIntyre, president of the California Cable and Telecommunications Association.

Asked if he expects a fight from the industry, McGuire replied: “Hell yes.”

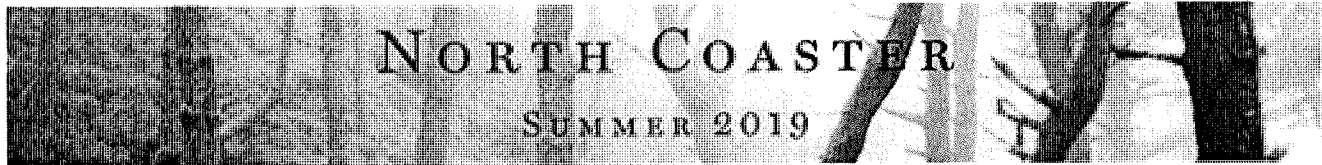
McGuire announced his bill on the same day representatives from AT& T and Verizon testified before state lawmakers about the outages and ways to prevent them. It’s the second time lawmakers have hauled in private companies to account for the effects surrounding the widespread blackouts in the fall, the largest planned power outages in state history.

In November, lawmakers questioned executives from the state’s largest investorowned utilities, including the leadership of troubled Pacific Gas & Electric, whose equipment has been blamed for sparking the 2018 that killed 85 people in Paradise and destroyed roughly 19,000 buildings. The company filed for bankruptcy last year.

On Wednesday, AT& T and Verizon told lawmakers that while several areas had disproportionate outages, across the region only 3% of cell towers were offline during the power shutoffs. And just because cell towers were down does not mean service was out because of overlapping coverage areas and temporary towers, said Jesús Román, chief legislative counsel for Verizon.

Also, telecommunications companies had trouble getting enough generators in place for the power shutoffs last fall. Many had to come from out of state, but the trucks delivering them were stopped at the state border because they did not meet the state’s emission standards, said Mark Ghilarducci, director of the Office of Emergency Services. In advance comments to the legislative committee, California’s four largest wireless companies — AT& T, Sprint, T-Mobile and Verizon — say they generally make sure their major telecommunication hubs have at least between 48 hours and 72 hours of onsite backup power. They use mobile generators at other sites, but they said the generators don’t work at every cell tower.

Jeff Luong, AT& T’s vice president for radio access network construction, told lawmakers the company is buying hundreds of portable generators to prepare for the upcoming fire season.



POINT REYES LIGHT

In Inverness, 40 years of independent water

By Braden Cartwright
01/09/2020

This month, the Inverness Public Utility District is celebrating 40 years of providing water to the town. It was a long path to public ownership, and residents had dealt with a sub-par water system for decades. The district was only able to buy the system at the eleventh hour after failed attempts, and once it finally purchased and rehabilitated the system, a great flood wiped it out. Today, the district delivers high-quality water and is run by members of the community—an outcome that was not inevitable.

“The big question when we took over in 1979 was, ‘Is the community big enough to run an independent water system on its own?’” said Wade Holland, the district’s first general manager. “Forty years later, I think we’ve demonstrated, yes we are. We do it efficiently and professionally and economically.”

Julia Shafter Hamilton installed the first water system in Inverness in the 1890s. Ms. Hamilton was an heir of James Shafter, a judge who owned most of the land on the Point Reyes peninsula when he died in 1892. She incorporated the Inverness Land & Water Company in 1906 with the plan to subdivide 3,200 acres into 10,000 lots, build a resort hotel and run an electric rail line to Fairfax. The earthquake quickly ended the ambitious plan.

But in 1929, Ms. Hamilton decided to try again, and borrowed \$144,000. Twenty days later, the stock market collapsed, and the bank foreclosed on her. When she died in 1936, her daughter, Bertha, inherited the water system.

Bertha Hamilton offered to sell the company to the town in 1948 for \$20,000, with \$2,500 down; payment would only continue while she was alive. Inverness resident Bruce Johnstone launched a campaign to form the district and fund the acquisition. He negotiated a purchase agreement with Ms. Hamilton, and a majority of the town voted to form the Inverness Public Utility District.

But when it came time to vote on the \$50,000 bond issue to fund the purchase of the water system, which required two-thirds approval, residents did not vote in favor.

Three times the issue came before voters, and each time the yes vote came up fewer than four votes short. After the third election, the district went dormant, until it took over the Inverness Volunteer Fire Department in 1951.

Pilot Larry Marks purchased the Inverness Land & Water Company in 1959; a year later, he sold the system and 600 acres of land to the nationwide Citizens Utilities Co., which would own the water for 20 years. Inverness residents remember the company as unresponsive, unsanitary and cheap.

“It was a great company to own stock in, because they always had a dividend for stockholders,” Mr. Holland said. “But they ran the utilities as cheaply as they could.”

Residents didn’t trust the long-term intentions of Citizens Utilities, Mr. Holland said. The concern was that the company was going to subdivide the watershed.

“People began to realize we should’ve bought the system in ‘48,” he said.

With the hope of improving the town’s water situation, resident David Plant formed a water committee that laid the groundwork for purchasing the system. The committee spearheaded opposition to a proposed 76 percent rate increase and pushed Citizens Utilities to improve water quality. Eventually, the group studied the feasibility of community ownership and held discussions with Citizens Utilities about a purchase.

The town elected a whole new board of directors who would pursue public ownership.

In June 1979, voters approved a \$750,000 bond issue to buy and rehabilitate the system. The measure required a purchase by the end of the year, but Citizens Utilities was a difficult negotiating partner, especially when it came to selling the watershed land.

The company wanted to donate its 196 acres to a nonprofit for the tax write-off, but when it proposed giving it to the Trust for Public Land, the Inverness Public Utility District backed out over concern that the trust would turn the land over to the National Park Service.

On Dec. 29, a last-ditch attempt to negotiate a purchase met success. Citizens Utilities agreed to sell the infrastructure to the district for \$330,000 and give the land to the Marin Conservation League, which gifted it to Inverness. On three days’ notice, the district went from directing a small volunteer fire department with a budget of \$26,000 to spending hundreds of thousands to upgrade a water system.

George Zigounakis and Jonathan Van Bourg were hired to maintain the old system and help an engineering firm implement a new one, while the board ran the administrative side as volunteers for the first five years.

“It was a lot of 12-hour days,” Mr. Zigounakis said, recounting daily efforts to clear intakes of debris. “The job was very, very trying.”

The roofs of the water tanks were broken, the filter system was out of date and the pipes were leaking. Federal funding and the bonds enabled the district to repair everything but the collection system in 1980 and 1981. The old filter system, which used a basic mesh screen and added chlorine, was replaced with state-of-the-art treatment plants using pressure sand filters. Storage was expanded, and over half of the metal distribution pipes were replaced with PVC pipes.

As work was wrapping up in January 1982, a huge storm caused mudslides that blocked the road out of Inverness. The storm collapsed houses, toppled trees and washed out bridges. Roads became channels of muddy water.

The next Monday morning, the sky was blue, but the water system was destroyed. A slab of concrete was all that was left of the filter plant, and the collection points were nowhere to be found. Inverness was without water until that Friday, and the tap only came back on after a town effort.

Volunteers carried stacks of cement on stretchers into the watershed to construct the first intake dam. Contractors still in town from the system rebuild went to work replacing broken mains, and the intake system was redesigned to make it more secure.

The first potable water Inverness received after the flood came from the North Marin Water District, which laid a pipe that connected the two utilities along Sir Francis Drake Boulevard.

A contract for Inverness to purchase water from North Marin was considered in 1983, but residents concerned about dependency on imported water circulated an initiative petition that barred the district from entering such an agreement. The board adopted the policy, and now only voters could repeal the prohibition. The valve connecting Inverness and North Marin water stays closed, and it can be opened only during a fire or natural disaster.

Richard Plant, an IPUD director from 1980 to 1984, said that citizens prefer to tighten their water usage rather than give up Inverness's independence. "It's pretty good-tasting water, for one thing," he said. "And for another thing, it's a good feeling to have local control over something that's so important, rather than having to deal with people as far away as Novato."

The board again explored purchasing water in 1988, but 71 percent of voters rejected the proposal.

Today, the district is financially stable. It has an operating budget of about \$1 million, up from about \$150,000 in 1980, and it serves 517 customers. The district has maximized its collection of surface water without taking so much that the streams dry up completely. And in dry times, when the water supply is inadequate to satisfy regular demand, residents are willing to conserve.

Nearly empty office park has big potential

Editorial

The old Fireman's Fund campus at the north end of Novato has been in limbo since the insurance company that built it for more than 2,000 workers scaled back in payroll and packed up and moved to much smaller quarters in Petaluma.

Other than small parts of it being rented out for offices and a local winery, the three-building campus and its 62-acre property has mostly stood vacant. Today, it is a giant ghostlike commercial office and a reminder of days in the 1970s and 1980s when large San Francisco-based employers pulled up stakes and moved to the Bay Area's suburbs where they found more room for growth and would be closer to their workers.

For many years, Fireman's Fund was Marin's largest employer.

The ramifications of Fireman's Fund's departure in 2015 and the resulting void have been felt economically, including local retail businesses and restaurants feeling the loss of customers and long-time employees losing their jobs.

The property's future is important to Novato's economy and the fact it has been in limbo for so long has been unsettling.

That the property went into foreclosure late last year should not be surprising.

Its owner, for the past 15 years, had its own plans for the property, including replacing some of the office campus with housing and resident-oriented retail and services in an ambitious development that was supposed to provide its own power, water and sewage recycling systems.

Talk of those plans slipped away during the recession and never resurfaced.

In recent years, signs have said "For Lease" and "For Sale." Websites touted the availability of the largest non-retail commercial property in highly

looking at the property for a North Bay campus turned out to be ethereal.

Now a new owner, Manhattan-based DW Partners, one of the property's lead lenders, has taken over the site, acquiring it out of foreclosure and has begun talks with potential developers.

This is Marin's largest opportunity for a game-changer for its local economy.

Its proximity to downtown jobs, as well as retail and public transit, make it a promising site for workforce housing, as well.

According to one source close to those talks, there has been an interest in turning the 62-acre property into a mixed-use site with office space, retail opportunities and housing. Plans could include razing the buildings, recognition that their function layouts are dated and the opportunities to attract giant lessees are rare.

In Marin, so are opportunities to determine the future of 62 mostly flat and developable acres that can be shaped in a way that meets the needs of the community and the landowner.

The property's prominence deserves good design, its location makes it promising in helping meet Marin's need for housing and its proximity to the freeway and SMART means it is poised to be a model for transit-focused development.

The property's transition out of limbo is an interesting and exciting opportunity for Marin.

desirable Marin in an attempt to reshape the site's fate. Oft-repeated rumors that Google was

Sonoma County readies legal action against PG&E over Kincade Fire



J.D. Morris Jan. 13, 2020 Updated: Jan. 13, 2020 9:17 p.m.



Firefighters extinguish hot spots from the Kincade Fire in Healdsburg in October. Photo: Carlos Avila Gonzalez / The Chronicle 2019



Sonoma County commissioned a report on the economic cost of the Kincade Fire. Photo: Paul Chinn / The Chronicle 2019



Firefighters watch as a helicopter drops water over the Kincade Fire in October. The fire has been linked to a PG&E equipment failure. Photo: Gabrielle Lurie / The Chronicle 2019

Sonoma County is preparing to take legal action against Pacific Gas and Electric Co. as it weighs a regional economic blow of some \$725 million from last year's Kincade Fire and a string of forced power outages.

A majority of the region's losses came from an estimated \$385 million in property damage caused by the fire, which destroyed 374 buildings, according to a new report from Moody's Analytics. The rest of the impact was the result of lost economic output, Moody's found — an estimated \$235 million in the fire and \$105 million across four PG&E power shut-off events in October and November.

The Sonoma County Board of Supervisors is set to hear about the economic report Tuesday, the same day the board is to vote on a contract related to the county's decision to pursue litigation against PG&E because of the Kincade Fire.

Moody's does not believe the impacts "materially affect the outlook moving into 2020," partly because of the boost expected from rebuilding efforts. Tourism could "suffer a brief blip" thanks to negative publicity associated with the region recently, but analysts think visitors will continue to choose Sonoma County as a vacation spot.

Yet the report also noted that fires in the region have worsened. That is being driven in part by climate change, which has fueled higher temperatures and drier conditions in recent years, meaning that a single spark — whether from a power line or another source — can cause more damage than it would otherwise.

Accordingly, the authors concluded that the costs of fires and blackouts intended to prevent them could rise "and the modest impact on tourism and demographics that has been observed to date could grow far more significant."

"So while the fall 2019 price tag of about \$725 million looks more like a paper cut than a permanent scar, the cumulative impact of future events could drive steeper short- and long-term costs moving forward," the report said.

Robert Eyler, professor of economics at Sonoma State University, said it's too early to know exactly what the long-term economic fallout looks like, but the "basic approach" used by Moody's was "strong" and "logically the correct way of going about it."

The Kincade Fire started northeast of Geyserville on Oct. 23, two years after a historic firestorm ravaged Sonoma County and other parts of the North Bay's Wine Country. Nearly 77,800 acres burned in the Kincade Fire, making it the largest wildfire in the county's recorded history.

Cal Fire investigators are still working to determine its cause.

Although the state has not announced the cause, PG&E has said one of its high-voltage power lines malfunctioned right at the time and place the blaze began. Sonoma County supervisors already authorized legal action against PG&E because of the Kincade Fire on Dec. 10, according

to a government staff report. On Tuesday, the county will consider approving the hire of outside lawyers as part of that effort.

The county's losses from the fire included "damages to lands, parks, roads, and costs for emergency services, evacuations, debris removal, labor, and watershed restoration," according to the staff report.

Sonoma County counsel Bruce Goldstein said in an email that the county plans to initiate the Kincade Fire legal action as part of PG&E's bankruptcy case, though it has not yet filed anything. The issue may ultimately be resolved outside of the bankruptcy process depending on when a judge approves a plan to resolve the case and what its terms are, Goldstein said.

PG&E spokeswoman Deanna Contreras said in an email that the company's top priority "must always be public and employee safety."

"There has been no determination by Cal Fire on the cause of the Kincade Fire and we remain focused on doing everything we can to help impacted customers in Sonoma County recover and rebuild while further reducing wildfire risk," Contreras said.

She also acknowledged the negative impact power shut-offs can have on customers and said the company is "committed to working together with all of our customers and communities to help them prepare for public safety outages." PG&E continues to analyze ways of reducing the blackouts' impact, Contreras said in the email.

PG&E's controversial outages affected millions of people last year as the company tried to prevent its power lines from starting fires in dry and windy weather — just as it did in 2017 and 2018. On the night the Kincade Fire started, PG&E had turned off lower-voltage distribution lines in the area but did not shut off its heavy-duty transmission lines.

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Novato forgoes lawsuit over school district development

Lawsuits

HAMILTON

By Will Houston

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The Novato City Council stated this week that it will not pursue legal action to halt a controversial Novato Unified School District development in Hamilton that some residents are calling an eyesore.

Instead, the council called on the district this week to reconsider aesthetic changes to the maintenance and operation facility at 971 C St. to address the city's and community's concerns.

"The city could be a great partner in helping you move forward in a little bit of a different fashion in how you approach future projects," Councilwoman Susan Wernick told school district officials seated in the audience in City Hall on Tuesday. "I just hope we can resolve this in a way that makes the community felt heard."

While earlier talks between the city and school district resulted in no agreement, district assistant superintendent Kris Cosca said the district would consider changes where feasible as the project is already several months into construction. The project is set to be completed in March.

"We will be calling a meeting in the next few days to talk about the project and the feedback that we've heard from the community and see what improvements we can reasonably do based on where we are in the project and what our budget allows for," Cosca told the council on Tuesday. "We've heard some suggestions that seem very reasonable tonight." The point of contention between the city and school district is whether

the district's one-story, 9,600-square-foot grounds maintenance and operations building and 30,300-square-foot parking lot should have undergone review under the city's building permit process. The district argues that the facility is a master planned educational facility and therefore is exempt from local build-

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The construction site of the Novato Unified School District maintenance yard on C Street at Hamilton.

ALAN DEP — MARIN INDEPENDENT JOURNAL

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ing regulations under state law. The city disagrees, saying the exemption only applies to classroom facilities.

“Because it didn’t go through that process, several members of the Hamilton community were caught off guard or surprised,” Vicki Parker, the city’s community development director, told the council.

While the district had sent the city notifications in 2016 and 2019 that it was claiming these exemptions for its 9-acre parcel in Hamilton, the city staff says these notifications did not include specifics of any future development projects.

The school district approved the project in June 2018, and construction began in July 2019.

In his staff report to the council, City Manager Adam McGill recommended the council not pursue litigation, saying he does not believe it would be “a prudent use of taxpayer dollars by either the City or the NUSD to litigate this matter.”

While expressing disappointment at the district’s actions, the council voted unanimously on Tuesday to direct its staff to draft a resolution calling on the district to consider undergoing design review for the exterior of the facility, including fencing and landscaping. The council also directed the city manager’s office to fully enforce the city’s rights in similar matters should they occur in the future.

The resolution amounts to a slap on the wrist compared to what some residents were calling for. Anna Camaraota said the district pulled a “bait and switch” on residents by changing previous plans for the parcel without properly notifying neighbors.

conducted outreach to nearby developers, including the Hamilton Square developers and the C Street cohousing project leaders.

The maintenance yard and parking area take up about 2.7 acres of the parcel. Discussions on the placement of the corporation yard date back to 2006, according to the school district.

Community design workshops in 2013 recommended moving the facility across the street to where the South Novato Library now sits. But the district deemed the library to be a better use of that property due to its proximity to the Marin Makerspace facility, which students attend during field trips.

Previous design layouts showed a corporation yard on the eastern side of C Street and other facilities such as solar panels, parking, athletic fields, outdoor classrooms, covered walkways and vegetation buffers occupying the area where the maintenance facility is currently being built.

Under the Hamilton Reuse Plan, the entire 9-acre parcel is zoned and has a land use designation that would allow the maintenance facility to be constructed at any location. However, Parker said the project would have also had to undergo design review where issues such as design conformity to the surrounding area would be discussed.

Residents criticized the use of redwood slat fencing and the school district’s upkeep of its Hamilton properties. At the very least, the district should construct fencing and landscaping that conforms to the Hamilton neighborhood and surrounding structures, residents said.

Hamilton resident Tracey Ruiz said she felt that the only way for the city to get the school district to seriously consider changes is by obtaining a court injunction. Following the council’s decision, Ruiz said she hopes the city adopts the resolution and that the school district makes every attempt to consider the requests.

“Hamilton design review guidelines are important to maintaining the beautiful sense of place in our

One of the recurring points of concern raised by residents and some council members is that the district originally did not propose to build the maintenance yard at 971 C St. Residents also said no outreach was conducted after the district changed its plans and that school board agenda items on the project were vague.

community,” Ruiz wrote in an email on Wednesday.

The school district says the project was discussed at several public meetings and that the district

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